

CITY OF MENIFEE

PROFESSIONAL SERVICES AGREEMENT

CITY OF MENIFEE: BUSINESS CONTINUITY & DISASTER RECOVERY PLAN

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and effective this _____ day of _____, 2022 (“Effective Date”) by and between the CITY OF MENIFEE, a California municipal corporation, (“City”) and **B. RILEY ADVISORY SERVICES**, a Individual/Sole Proprietor (“Consultant”). City and Consultant may sometimes herein be referred to individually as a “Party” and collectively as the “Parties.”

SECTION 1. SERVICES.

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Services, attached hereto as Exhibit A and incorporated herein by this reference (the “Services”). Consultant will perform subsequent task orders as requested by the Contract Administrator (as defined below), in accordance with the Scope of Services. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on **December 7, 2022** and shall end on **June 30, 2023** unless the term of this Agreement is otherwise terminated or extended as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect City’s right to terminate this Agreement, as provided for in Section 8.

1.2 Standard of Performance. Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the Services contemplated herein and, in light of such status and experience, Consultant shall perform the Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and to the sole satisfaction of the Contract Administrator.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform the Services pursuant to Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of the Services pursuant to this Agreement as may be reasonably necessary to satisfy Consultant’s obligations hereunder.

1.5 Authorization to Perform Services. Consultant is not authorized to perform any of the Services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

1.6 Covid-19 Safety. If Consultant enters City property or meets in person with City employees during the performance of the Services, Consultant shall comply with all State, County, and local emergency orders, directives, protocols, and best practices related to the COVID-19 pandemic, including, but not limited to: (A) wearing facial coverings, (B) maintaining adequate physical distancing when possible, (C) regular hand washing, and (D) regular hand sanitizing.

SECTION 2. COMPENSATION.

City hereby agrees to pay Consultant a sum not to exceed **ONE HUNDRED THIRTY NINE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$139,500.00)** notwithstanding any contrary indications that may be contained in Consultant's proposal, for the Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail. City shall pay Consultant for the Services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for the Services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Consultant shall not bill City for duplicate services performed by more than one person.

2.1 Invoices. Consultant shall submit invoices monthly during the term of this Agreement, based on the cost for the Services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- a. Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- b. The beginning and ending dates of the billing period;
- c. A "Task Summary" containing the original contract amount, the amount of prior billings, the total due this period, the balance available under this Agreement, and the percentage of completion;
- d. At City's option, for each item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person performing the Services, the hours spent by each person, a brief description of the Services, and each reimbursable expense;
- e. The total number of hours of work performed under this Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing the Services hereunder necessary to complete the Services described in Exhibit A;
- f. Receipts for expenses to be reimbursed;
- g. The Consultant Representative's signature.

Invoices shall be submitted to:

City of Menifee
Attn: Accounts Payable
29844 Haun Road
Menifee, CA 92586

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for the Services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Final Payment. City shall pay the last five percent (5%) of the total amount due pursuant to this Agreement within sixty (60) days after completion of the Services and submittal to City of a final invoice, if all of the Services required have been satisfactorily performed.

2.4 Total Payment. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering the Services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entirety of the Services performed pursuant to this Agreement, unless this Agreement is modified in writing prior to the submission of such an invoice.

2.5 Hourly Fees. Fees for the Services performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule included with Exhibit A.

2.6 Reimbursable Expenses. Reimbursable expenses are included within the maximum amount of this Agreement.

2.7 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.

2.8 Payment upon Termination. In the event that City or Consultant terminates this Agreement pursuant to Section 8, City shall compensate Consultant for all outstanding costs and reimbursable expenses incurred for Services satisfactorily completed and for reimbursable expenses as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs and reimbursable expenses incurred to that date.

SECTION 3. FACILITIES AND EQUIPMENT.

Except as otherwise provided, Consultant shall, at its sole cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facility that may involve incurring any direct expense, including but not

limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

SECTION 4. INSURANCE REQUIREMENTS.

Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance checked below and provide Certificates of Insurance, indicating that Consultant has obtained or currently maintains insurance that meets the requirements of this section and which is satisfactory, in all respects, to City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in Consultant's compensation. Consultant shall not allow any subcontractor, consultant or other agent to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant acknowledges the insurance policy must cover inter-insured suits between City and other Insureds.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant pursuant to the provisions of the California Labor Code. Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident, ONE MILLION DOLLARS (\$1,000,000.00) disease per employee, and ONE MILLION DOLLARS (\$1,000,000.00) disease per policy. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against City and its officers, officials, employees, and authorized volunteers for loss arising from the Services performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

a. General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage, for risks associated with the Services contemplated by this Agreement, TWO MILLION DOLLARS (\$2,000,000.00) general aggregate, and TWO MILLION DOLLARS (\$2,000,000.00) products/completed operations aggregate. If a Commercial General Liability Insurance or an Automobile Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from the Services contemplated under this Agreement, including the use of hired, owned, and non-owned automobiles.

b. Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 Code 2, 8, and 9. No endorsement shall be attached limiting the coverage.

c. Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

a. General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing the Services pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall be shown on the Certificate. If the deductible or self-insured retention exceeds TWENTY-FIVE THOUSAND DOLLARS (\$25,000), it must be approved by City.

b. Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be no later than the commencement of the Services.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after the expiration or termination of this Agreement or completion of the Services, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the Effective Date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after the expiration or termination of this Agreement or the completion of the Services. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the Services under this Agreement. City shall have the right to exercise, at Consultant's sole cost and expense, any extended reporting provisions of the policy, if Consultant cancels or does not renew the coverage.

d. A copy of the claim reporting requirements must be submitted to City prior to the commencement of the Services under this Agreement.

4.4 All Policies Requirements.

a. Acceptability of insurers. All insurance required by this Section is to be placed with insurers with a Bests' rating of no less than A:VII and admitted in California.

b. Verification of coverage. Prior to beginning the Services under this Agreement, Consultant shall furnish City with Certificates of Insurance, additional insured endorsement or policy language granting additional insured status complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. The Certificate of Insurance must include the following reference: **CITY OF MENIFEE: BUSINESS CONTINUITY & DISASTER RECOVERY PLAN.** The name and address for Additional Insured endorsements, Certificates of Insurance and Notice of Cancellation is: City of Menifee, 29844 Haun Road, Menifee, CA 92586. City must be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of Consultant.

c. Notice of Reduction in or Cancellation of Coverage. Consultant shall provide written notice to City within ten (10) working days if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self insured retention is increased.

d. Additional insured; primary insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of the Services performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by Consultant in the course of providing the Services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers. The insurance provided to City as an additional insured must apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by City. Additional insured status shall continue for one (1) year after the expiration or termination of this Agreement or completion of the Services.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to City and its officers, officials, employees, and volunteers, and that no insurance or self-insurance maintained by City shall be called upon to contribute to a loss under the coverage.

e. Deductibles and Self-insured Retentions. Consultant shall obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the Services.

During the term of this Agreement, only upon the prior express written authorization of the Contract Administrator, Consultant may increase such deductibles or self-

insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

f. Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

g. Variation. The Contract Administrator may, but is not required to, approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that City's interests are otherwise fully protected.

4.5 Remedies. In addition to any other remedies at law or equity City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement;
- b. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- c. Terminate this Agreement.

SECTION 5. INDEMNIFICATION.

5.1 Indemnification for Professional Liability. Where the law establishes a professional standard of care for performance of the Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by City), and hold harmless City and any and all of its officers, employees, officials, volunteers, and agents from and against any and all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action (whether in tort, contract, under statute, at law, in equity, or otherwise) charges, awards, assessments, fines, or penalties of any kind (including reasonable consultant and expert fees and expenses of investigation, costs of whatever kind and nature and, if Consultant fails to provide a defense for City, the legal costs of counsel retained by City) and any judgment (collectively, "Claims") to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees, or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

5.2 Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by City), and hold harmless City, and any and all of its officers, employees, officials, volunteers, and agents from and against any and all Claims, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

5.3 Limitation of Indemnification. The provisions of this Section 5 do not apply to claims occurring as a result of City's sole or active negligence. The provisions of this Section 5 shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officers, officials, employees, and agents acting in an official capacity.

SECTION 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of the Services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes the Services rendered pursuant to this Agreement. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents is in any manner officers, officials, employees, or agents of City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner. Except for the fees paid to Consultant as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing the Services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing the Services hereunder. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System ("PERS") as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

SECTION 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractor shall comply with all applicable local, state, and federal laws and regulations applicable to the performance of the work hereunder. Consultant shall not hire or employ any person to perform work within City or allow any person to perform the Services required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States. Any and all work subject to prevailing wages, as determined by the Director of Industrial Relations of the State

of California, will be the minimum paid to all laborers, including Consultant's employee and subcontractors. It is understood that it is the responsibility of Consultant to determine the correct scale. The State Prevailing Wage Rates may be obtained from the California Department of Industrial Relations ("DIR") pursuant to California Public Utilities Code, Sections 465, 466, and 467 by calling 415-703-4774. Appropriate records demonstrating compliance with such requirement shall be maintained in a safe and secure location at all times, and readily available at City's request. Consultant shall indemnify, defend, and hold City and its elected and appointed boards, members, officials, officers, agents, representatives, employees, and volunteers harmless from and against any liability, loss, damage, cost or expenses (including but not limited to reasonable attorneys' fees, expert witness fees, court costs, and costs incurred related to any inquiries or proceedings) arising from or related to (i) the noncompliance by Consultant or any party performing the Services of any applicable local, state, and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages and hire apprentices); (ii) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (iii) failure by Consultant or any party performing the Services to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the Parties that, in connection with performance of the Services, including, without limitation, any and all public works (as defined by applicable law), Consultant shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. Consultant acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with such laws. Consultant shall require the same of all subcontractors.

7.3 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

SECTION 8. TERMINATION AND MODIFICATION.

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant.

8.2 Termination by Consultant. Consultant may cancel this Agreement upon 30 days' written notice to City.

8.3 Consequences of Termination. In the event of termination, Consultant shall be entitled to compensation for the Services performed up to the date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or City in connection with this Agreement.

8.4 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.5 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.

8.6 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in Consultant's proposal, without prior written approval of the Contract Administrator. In the event that key personnel leave Consultant's employ, Consultant shall notify City immediately.

8.7 Survival. All obligations arising prior to the expiration or termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the expiration or termination of this Agreement.

8.8 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all of the following:

- a. Immediately terminate this Agreement;
- b. Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- c. Retain a different consultant to complete the Services described in Exhibit A; and/or
- d. Charge Consultant the difference between the cost to complete the Services described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the Services.

SECTION 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. Consultant hereby agrees to deliver those documents to City upon the expiration or termination of this Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for City and are not necessarily suitable for any future or other use. Any use of such documents for other projects by City shall be without liability to Consultant. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports, and other documents are confidential and will not be released to third parties without prior written consent of both Parties unless required by law.

9.2 Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, rights of reproduction, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, test data, survey results, models, renderings, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, digital renderings, or data stored digitally, magnetically, or in any other medium, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

9.3 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for the Services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

9.4 Inspection and Audit of Records. Any records or documents that Section 9.3 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

SECTION 10. MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If either Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and expenses including costs, in addition to any other relief to which that Party may be entitled; provided, however, that the attorneys' fees awarded pursuant to this Section shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing Party in the conduct of the litigation. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Applicable Law; Venue. The internal laws of the State of California shall govern the interpretation and enforcement of this Agreement. In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in Riverside County.

10.3 Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

10.4 Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

10.5 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.6 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.7 Consultant Representative. All matters under this Agreement shall be handled for Consultant by Duane Lohn ("Consultant's Representative"). The Consultant's Representative shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

10.8 City Contract Administration. This Agreement shall be administered by a City employee, Ron Puccinelli, Chief Information Officer ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his designee. The Contract Administrator shall have the power to act on behalf of City for all purposes under this Agreement. Unless otherwise provided in this Agreement, Consultant shall not accept direction or orders from any person other than the Contract Administrator or his designee.

10.9 Notices. Any written notice to Consultant shall be sent to:

B. RILEY ADVISORY SERVICES
Attn: Duane Lohn
3445 PEACHTREE ROAD, SUITE 1225
ATLANTA, GA 30326

Any written notice to City shall be sent to the Contract Administrator at:

City of Menifee
29844 Haun Road
Menifee, CA 92586
Attn: Ron Puccinelli, Chief Information Officer

with a copy to:

City Clerk
City of Menifee
29844 Haun Road
Menifee, CA 92586

10.10 Professional Seal. Where applicable in the determination of the Contract Administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled “Seal and Signature of Registered Professional with report/design responsibility,” as in the following example.

Seal and Signature of Registered Professional with report/design responsibility.

10.11 Rights and Remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

10.12 Integration. This Agreement, including the scope of services attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.14 Execution of Contract. The persons executing this Agreement on behalf of each of the Parties hereto represent and warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound.

10.15 Nondiscrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

10.16 No Third Party Beneficiaries. With the exception of the specific provisions set forth in this Agreement, there are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.

10.17 Nonliability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

10.18 No Undue Influence. Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City shall receive compensation, directly or indirectly, from Consultant, or from any officer, employee, or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement.

10.19 No Benefit to Arise to City Employees. No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for the Services to be performed under this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement as of the Effective Date.

CITY OF MENIFEE

CONSULTANT

Armando G. Villa, City Manager

Duane Lohn, Senior Management Director

Attest:

Kay Vinson, Acting City Clerk

Corey Gooch, Managing Director

Approved as to Form:

[Note: 2 officer's signatures required if
Consultant is a corporation, unless provided
with a certificate of secretary in-lieu]

Jeffrey T. Melching, City Attorney

EXHIBIT A

SCOPE OF SERVICES

Services shall include City of Menifee: Business Continuity & Disaster Recovery Plan in the amount not to exceed **ONE HUNDRED THIRTY NINE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$139,500.00)** as further detailed in the following page(s).

EXHIBIT A.

COVER PAGE/LETTER OF INTRODUCTION

September 12, 2022

Ms. Jennifer Christoffersen
Purchasing & Contracts Specialist
jchristoffersen@cityofmenifee.us

City of Menifee
Finance Department (Purchasing)
29844 Haun Road Menifee, CA 92586

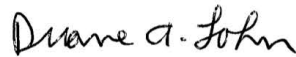
Dear Ms. Christoffersen,

B. Riley Advisory Services ("B. Riley") is pleased to present the City of Menifee ("City") with this response to the City's Request for Proposals (RFP) to develop a Business Continuity & Disaster Recovery Plan. This response is based on our understanding of the requirements presented in the RFP, answers to questions, and our extensive experience in facilitating Business Continuity and Disaster Recovery projects at public and private sector organizations, including government entities. This response is being submitted by the Compliance, Risk and Resilience group of B. Riley Advisory Services.

Our team is led by Joseph Aber, an industry-leading, experienced professional with over 20 years of experience and expertise leading numerous projects of similar scope. All our proposed work will incorporate FEMA/DHS & ISO 22301 standards, as well as best practices from across the public and private sectors.

As a Senior Managing Director at B. Riley, my signature below binds the firm to this response and ensures that it has received significant senior level consideration. After your review of our response, we are available to answer any questions and offer any clarification. We appreciate the opportunity to work with the City, and we thank you in advance for your consideration.

Sincerely yours,



Duane Lohn
Senior Managing Director
Primary Point of Contact

(602) 321-9818
dlohn@brileyfin.com

Company Headquarters
11100 Santa Monica Blvd.
Suite 800
Los Angeles, CA 90025

<https://brileyfin.com/>

Task 1: Project Initiation & Kickoff

Upon contract execution, the B. Riley team will conduct an administrative kickoff meeting with the project leadership to review the work plan and deliverables, discuss a detailed project plan, and agree on the work process and project management tools.

[illegible]

At the administrative kickoff, we will also:

- Identify roles, responsibilities, inter-team communications and contacts that will work together as a collaborative project office.
- Clarify project scope of work, priorities, and deliverables.
- Discuss the activities, dependencies, and timetable, including the constraints and parameters that can affect the baseline timetable offered in this proposal.
- Make preliminary data requests and propose initial interview schedule.
- Agree on the project management process, oversight and escalation procedures, milestone and open-item tracking procedures, status update plan, and document management procedures. for periodic project conference calls and on-site meetings.
 - Establish status update meeting cadence, including day of the week and time, where we will discuss overall project health, adjustments, and course corrections.
- Adjust the preliminary project plan and timeline and gain approval from project leadership.

Following the administrative kickoff, we will conduct a formal project kickoff with stakeholders and subject matter experts from across the City. As part of this kickoff, we will provide an overview of the project goals and objectives, participant expectations, project deliverables, and next steps.

Task Information & Deliverables

- *Anticipated Duration: 1 week*
- *Estimated Resource Requirements*
 - *Project Steering Committee: 4 hours*
 - *Project Manager: 4 – 6 hours*
 - *Department Representatives & Project Participants: 1 hour*
- *Task Deliverables:*
 - *Administrative Kickoff Presentation*
 - *Project Kickoff Presentation*
 - *Project Management Tools, including Project Plan, Project Workspace, and Status Update Schedule*

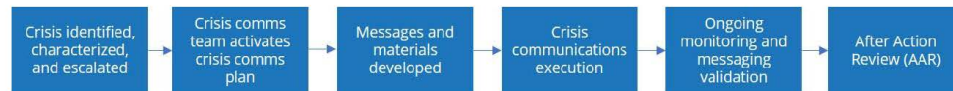
Task 2: Data Request & Document Review

Following project kickoff, the B. Riley team will request all previously completed documentation, including any current state assessments of the City's continuity and recovery plans, and policies & procedures.

B. Riley will identify key stakeholders from across the organization and facilitate information gathering sessions to collect the various business requirements. This information will be compared against all previous documentation to provide an understanding of where updates are necessary.

To the extent documented, our team members will review how previous incidents, including COVID-19, have been handled by the City, including what has worked well, lessons learned, and areas of improvement. This will focus on how communication is handled by the City, how personnel are notified of disruptions, and how information is escalated throughout the organization.

We will look at, not only the crisis communications capabilities, but also the organizations overall crisis management organization, crisis identification / characterization / escalation / management capabilities, throughout which the communications plan must work seamlessly:



The information collected and lessons learned in this task will provide the foundation from which the rest of the project will build, and we will adjust our approach, as necessary.

In addition, we will begin collecting important, organizational information, including:

- **Contacts** – Organization contact information for each department, including departmental leadership and staff.
- **Facilities** – Facility names, addresses and staffing information.
- **Vendors** – Critical vendors and points-of-contact.
- **Applications & Vital Records** – Applications and systems upon which each department depends.

This information will allow our team to familiarize ourselves with the City's operations and begin the setup of the City's planning system.

Task Information & Deliverables

- *Anticipated Duration:* 2 – 3 weeks
- *Estimated Resource Requirements*
 - *Project Steering Committee:* 2 – 4 hours
 - *Project Manager:* 6 – 8 hours
 - *Department Representatives & Project Participants:* 1 – 2 hours
- *Task Deliverables:*
 - Planning System Setup

Task 3: Business Impact Analysis (BIA)

B. Riley will work with the project leadership to develop and finalize up to five enterprise impact parameters that are specific to the City's operations. Typically, enterprise impact parameters measure Operational, Reputational, Financial and Legal/Regulatory Impacts to the overall organization. The Enterprise Impact Parameters will allow the City to prioritize the recovery of functions across the organization. We will conduct a working session with project leadership to review, finalize, and sign-off on the parameters.

Impact Parameters	Operational	Financial	Reputational	Legal / Regulatory	Health, Safety and Environmental (HSE)
High	Significant impact on the ability to operate – i.e. Shutdown of Critical Services	Potential loss of over \$1 million.	Significant long-term reputational impact	Long term issues related to validation and/or compliance reporting to state and/or federal agencies (>90 days)	Safety or Environmental incident with multiple fatalities (>3) or long-term off-site environmental impact
Medium	Reduced ability to operate – i.e. Partial Shutdown of Services	Potential loss of between \$500,000 and \$1 million.	Moderate reputational impact with no long-term impact	Short term issues related to validation and/or compliance reporting to state and/or federal agencies (31-90 days)	Safety incident with extensive injuries or fatalities (1 to 3), Major off-site environmental release with limited long-term effects
Low	Potential for reduced ability to operate – i.e. Reduced Services	Potential loss of up to \$500,000.	Minor reputational impact with no long-term impact	Short term issues related to validation and/or compliance reporting to state and/or federal agencies (0-30 days) or potential for delays/deficiencies related to regulatory / compliance	Significant but limited Safety impact, Significant short-term environmental impact with off-site effects
Not Applicable (N/A)	No operational impact.	No financial impact.	No reputational impact.	No legal or regulatory impact.	No HSE impact.

B. Riley will conduct BIA workshops with representatives from each department. Workshops will be approximately 3 – 4 hours and will be scheduled depending on the City availability. The areas we will cover during the BIA include:

- Critical business processes
- Downtime impact analysis with Enterprise Impact Parameters
- Recovery Time Objectives (RTOs)
- Recovery Point Objectives (RPOs)
- Seasonality and cyclicity
- Application dependencies
- Internal and external dependencies
- Vital records
- Facility requirements
- Resource requirements
- Recovery strategy considerations

As part of this process, we will discuss any existing recovery strategies with each department based on scenarios that involve a loss of facility and/or a technology outage. The strategies discussed will follow an incident agnostic approach that can be applied across the business and mirrored at different locations, as well as prepare the City for any possible incident, whether it be man-made or a natural disaster.

The BIA will be completed directly in the planning software. Users will be given access and will enter information into the system throughout the workshop.

Following the completion of the BIA workshops, functional area representatives will be given approximately 1 – 2 weeks to review their plan development and incorporate additional information. The B. Riley team will work with participants to ensure the information is accurate and complete.

Task Information & Deliverables

- *Anticipated Duration: 2 – 3 weeks*
- *Estimated Resource Requirements*
 - *Project Steering Committee: 8 hours*
 - *Project Manager: 16 hours*
 - *Department Representatives: 8 hours*
- *Task Deliverables:*
 - *Completed Business Impact Analysis (BIA)*

Task 4: IT Current State Assessment

Our team will conduct a IT Current State Assessment to understand the existing level of disaster recovery preparedness and to identify any gaps for consideration in future plan development. We will begin this process by meeting with critical IT personnel to discuss:

- Critical information technology systems that support the City's essential services and critical business operations
- Recovery time objectives (RTOs) and recovery point objectives (RPOs) for each application
- Future changes to the IT environment
- Interdependencies of applications and systems

Additionally, we will conduct an on-site infrastructure assessment, including data centers and representative facilities, to evaluate the existing resources being used for production and DR. As part of our assessment, we identify and discuss major risks associated with the IT infrastructure and IT capabilities.

In addition, our team will conduct a series of Disaster Recovery interviews with the City key staff to assess the current state and identify the necessary considerations for planning. In these interviews, we will discuss topics that include:

- Network Architecture
- Server & Domain Management
- Desktop Support / Help Desk
- Asset Management
- Data Center / Facilities Management
- Cybersecurity
- Telecommunications

Our assessment will focus on the City's existing IT Resiliency capabilities, including:

- The ability to recover critical IT systems and processes from significant business disruptions resulting from disaster events such as fire, flood, earthquake, cyberattack (including ransomware), or multiple events.
- Areas of strength, gaps, and opportunities related to existing IT Resiliency capabilities, including protection of data and the ability to recover systems within defined timeframes.
- Current City IT capabilities to leading practices, and to pertinent regulatory requirements and industry standards, and to similar agencies such as counties and large cities.
- Staffing and use of limited resources.

- Emergency procurement procedures and compare against like counties processes.

Our team will catalog our findings in the web-based planning tool.

Task Information & Deliverables

- *Anticipated Duration: 2 – 3 weeks*
- *Estimated Resource Requirements*
 - *Project Steering Committee: 4 – 6 hours*
 - *Project Manager: 12 hours*
 - *Information Technology Representatives: 12 – 16 hours*
- *Task Deliverables:*
 - *Completed IT Current State Assessment*

Task 5: Gap Analysis

Upon completion of Tasks 3 & 4, our team will develop a detailed Gap Analysis Report that details the work completed in the BIA and IT Current State Assessment, our findings, gaps and recommendations for improvement. This will include gaps between the RTOs and RPOs captured during the BIA and current IT capabilities for recovery.

We will prepare and deliver the Gap Analysis Report to project leadership for their review and approval. As part of this process, we'll work together to ensure all expectations are met and the report includes go-forward strategies for preparedness investment and improvement.

Task Information & Deliverables

- *Anticipated Duration: 2 – 3 weeks*
- *Estimated Resource Requirements*
 - *Project Steering Committee: 6 – 8 hours*
 - *Project Manager: 8 – 12 hours*
 - *Information Technology Representatives: 3 – 4 hours*
- *Task Deliverables:*
 - *Gap Analysis Report*

Task 6: Business Continuity Plan Development

As part of the BCP development process, we will discuss and develop recovery strategy options with each department based on loss of personnel, loss of facility and loss of technology. The strategies discussed will follow an incident agnostic approach that can be applied across the business and mirrored at different locations, as well as prepare the City for any possible incident, whether it be manmade or a natural disaster. Our experience shows that when planning for recovery of mission essential functions, departments choose either one or a combination of the six recovery strategies listed below:

- Manual Workaround: A manual way of doing something that is typically automated.
- Relocation: Move elsewhere and continue operating.
- Transfer Work: Transfer the work to another department and/or agency.
- Outsource: Outsource the work to an external party.
- Discontinue: Discontinue operating.
- Continue as Normal: Continue operating as normal. The function is not impacted by the scenario.

This information will serve as recovery strategies for each department process and will be contained within the department's own plan within the system. Our team will conduct additional stakeholder workshops to ensure recovery strategies are sufficiently documented within each plan.

Our team will also review and finalize the department level plans utilizing the systems built-in review and reporting functionality. This iterative process will involve plan review, feedback, plan updates and plan finalization.

As part of the overall BCP base plan, we will develop policies, processes and procedures for administration, resource definition and allocation, timely and on-going maintenance, knowledge gathering and transfer, and periodic BCP exercises. The following sections will be included in the Base Plan:

- Plan overview, purpose, policy details, and governance
- Plan activation/disaster declaration criteria
- Recovery organization
 - City-wide recovery team members and team involvement, including roles and responsibilities before, during, and after a disruption
- Key personnel contact information, including:
 - Department recovery team contact information
 - Department contact information
 - Critical vendor/supplier/3rd party contact information
- Documentation of Mission Essential Functions
- Function-specific recovery strategies including:
 - Manual workarounds identified
 - Alternative service delivery options
 - Primary and alternate facilities
 - Continuity of communications
- Critical resources, including:
 - Personnel, Equipment, Application, Vital Record requirements
- After Action Report (AAR)
- Plan maintenance checklists

The Base Plan will be written directly in the planning tool. As part of this task, we'll work with project leadership to train on how to utilize the built-in plan writing capabilities and make updates to the plan in the future.

Task Information & Deliverables

- *Anticipated Duration:* 4 – 6 weeks
- *Estimated Resource Requirements*
 - *Project Steering Committee:* 8 – 12 hours
 - *Project Manager:* 12 – 16 hours
 - *Department Representatives:* 2 – 4 hours
- *Task Deliverables:*
 - BCP Base Plan (documented in the planning system)
 - Department BCP Plans (documented in the planning system)

Task 7: Disaster Recovery Plan Development

We will work with project leadership to develop a Disaster Recovery Plan that incorporates both a common set of activation, escalation, and communication procedures & the information necessary to recover core services. The plan will include the following information:

- Summary of key action steps and contact information
- Defined responsibilities of the DR team
- Guidelines for when to use the plan
- DR policy statement
- Plan goals
- Incident response and recovery steps
- Communications actions and protocol
- Authentication tools
- Plan history

As the City develops application runbooks for each system, they can be then incorporated into this overall DR plan as appendices.

Task Information & Deliverables

- *Anticipated Duration:* 4 – 6 weeks
- *Estimated Resource Requirements*
 - *Project Steering Committee:* 8 – 12 hours
 - *Project Manager:* 12 – 16 hours
 - *IT Representatives:* 12 – 16 hours
- *Task Deliverables:*
 - Disaster Recovery Plan (documented in the planning system)

Task 8: Tabletop Exercise

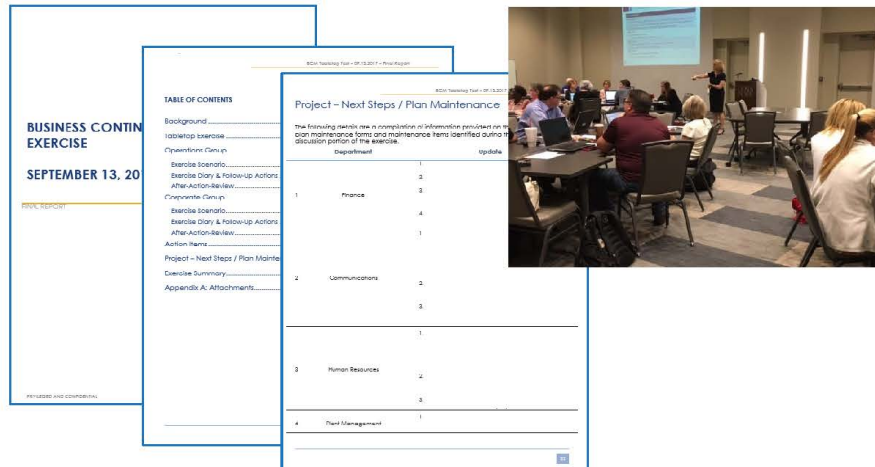
The premise of the TTX is to present a single compound incident scenario that will provoke organization problem solving, decision making and communications, while also assessing incident readiness by evaluating policy adherence and sufficiency, handling capabilities and capacity. All these factors will be assessed during the TTX to:

- Identify possible weakness or inefficiencies in response.
- Identify discrepancies or deficiencies with IR policies, procedures, and best practices.
- Provide - via “hotwash” and after-action report (AAR) – lessons learned that will be used to edit/improve the plans.

B. Riley will work with project leadership to define an incident scenario that will be sufficiently complex to cause the activation of each of the Oregon Tech functional areas within the BCP and to provide a realistic “test” of the plans and their interdependencies. This will be a discussion-based exercise intended to stimulate discussion of various issues regarding the hypothetical situation that we select.

The TTX will help facilitate the Oregon Tech’s understanding of concepts, identify strengths and shortfalls, and/or achieve a change in attitude or behavior by participants. We will encourage Oregon Tech participants to discuss issues in depth and develop decisions through slow-paced problem-solving, rather than the rapid and spontaneous decision-making that occurs under actual or simulated emergency conditions.

Based on the knowledge learned and experience gained, B. Riley will develop an exercise scenario and exercise style to be approved by project leadership.



The information and materials from each exercise will be compiled in a formal After-Action Report (AAR). In addition, this report will include gap mitigation strategies and recommendations to improve the plans.

Task Information & Deliverables

- *Anticipated Duration: 2 – 3 weeks*
- *Estimated Resource Requirements*
 - *Project Steering Committee: 6 hours*
 - *Project Manager: 12 hours*
 - *Department Representatives: 4 hours*
- *Task Deliverables:*
 - *Tabletop Exercise Materials, including TTX Presentation, Situation Manual, Exercise Evaluators Guide (EEG) and Hotwash/Participation Forms*
 - *After-Action Report (AAR)*

Task 9: Executive Presentation

Our team will close out the project with an executive presentation. As part of this presentation, we will review all project activities, key deliverables, findings and recommendations, and next steps for the City's preparedness program. We'll prepare a slide deck for leadership and key stakeholders that will highlight our project achievements.

Task Information & Deliverables

- *Anticipated Duration: 2 weeks*
- *Estimated Resource Requirements*
 - *Project Steering Committee: 4 hours*
 - *Project Manager: 6 – 8 hours*
 - *Executive Leadership: 2 hours*

- *Task Deliverables:*
 - Executive Presentation
 - Final Deliverables

SAMPLE SCREENSHOTS OF SOLUTION

Main Menu
Technology Services - Information Technology - (COOP) - (202)

Contacts
County Manage
Douglas County
East Fork Fire
Finance
Human Resources

Facilities
Primary Facility
*Administration Building (Old Historic Courthouse) (8 staff)
1516 8th Street - Minden, NV 89423
Facility Manager: Chris Oakden - Maintenance Operations Superintendent (w: 775-763-6437, c: 775-690-6961, coalden@co.douglas.nv.us)

Essential Functions
Tier 1 - Functions to be performed, given a One Day
Tier 2 - Functions to be performed, given a One Day

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CONTINUITY OF OPERATIONS PLAN (COOP)
CITY OF MENFEE
New. Better. Best.
DRAFT
FOR OFFICIAL USE ONLY
NOTICE: This document contains information pertaining to the deployment, mobilization, and tactical operations of Douglas County - Technology Services - Information Technology in response to emergencies. It is exempt from public disclosure under Nevada state law.

Previous Successful Execution

Our approach has been developed and improved upon over the last 15 years through the successful completion of numerous engagements with public and private sector organizations. Public sector clients include state agencies, counties, cities, towns, institutions of higher education, airport and transportation entities, and public power and water utilities. The approach defined above is the same approach executed at our clients listed in the reference section of our proposal.

Best Practices and Benchmarks

Our approach and methodology, as well as the deliverables associated with this engagement, are aligned with leading industry standards and best practices, including:

- Disaster Recovery Institutes International (DRII)
- The Business Continuity Institute (BCI)
- Federal Emergency Management Agency (FEMA) Continuity Guidance Circulars (CGC)
- National Disaster Recovery Framework (NDRF)
- National Fire Protection Association (NFPA) 1600: Standard on Continuity, Emergency, and Crisis Management

In addition, our team includes DRII certified professionals, with significant experience working with government clients on preparedness projects.

Project Management

Our team will successfully deliver the requested services through both our expertise and our project management skillset. In our experience, strong project management will result in successful and timely project completion. As such, we will approach this engagement with the following:

- Designated Project Manager: B. Riley will provide the City with a designated project manager for the duration of the engagement.
- Regularly Scheduled Status Updates: From the outset of the engagement, we will schedule regular, biweekly status update meetings to discuss project updates, at-risk items, and upcoming tasks. We will ensure that the City project leadership is fully aware of the progress of the project and that we are constantly communicating.
- Project Dashboard and Project Plan: Our team will detail the required project tasks using Smartsheet technology. This will allow the City project team access to up-to-date information regarding the progress of key tasks and action items. This will ensure transparency into status of the project. We can make this information available to various audiences, as directed by the City team.

By partnering with B. Riley, we will work together as a team to successfully meet the requirements outlined in the scope of work, as well as better prepare the City for future disruptions.

Quality Control

Quality control will be achieved throughout the project, from initiation to the executive presentation. To ensure our work and deliverables meet the expectations of the City, our team will meet regularly with project management to discuss open items, areas of concern and next steps. We find our project management approach ensures ample opportunities for communication and open discussion.

In addition, we will work closely with project leadership in the development and finalization of deliverables. In the drafting process, our team will conduct internal reviews of all project materials, which will then be distributed to the City for review and final approval. This iterative process will include meetings to discuss deliverable feedback and answer questions. We want to ensure that the outputs of this engagement align with the goals of the City and prepare the City for future success.

COST PROPOSAL & ACCEPTANCE OF AGREEMENT & NDA (ATTACHMENT A)

B. Riley's estimate for completing this work will be a four to five-month elapsed timeframe, based on any seasonal exigencies and the availability of City personnel for meetings, interviews, and site visits, if required.

B. Riley's professional services fee to manage and execute the project approach based on the assumptions, scope, and service descriptions above is a fixed fee of \$139,500, payable in eight installments of \$17,437.50, as follows:

Installment 1	Project Initiation
Installment 2	Upon completion of Task 3
Installment 3	Upon completion of Task 4
Installment 4	Upon completion of Task 5
Installment 5	Upon completion of Task 6
Installment 6	Upon completion of Task 7
Installment 7	Upon completion of Task 8
Installment 8	Upon completion of Task 9

Travel and business-related expenses will be invoiced, as incurred. B. Riley will provide access to our planning solution at no additional cost to the City for Year 1, starting on contract execution date. Starting Year 2, annual licensing, hosting and maintenance costs will be invoiced on the contract execution anniversary date at an annual rate of \$16,500.

Assumptions

The City will provide the B. Riley team with a dedicated project coordinator and with adequate workspace, access, and facilities, on an as needed. Schedule changes resulting from client decisions that shift the delivery of B. Riley's services beyond the agreed upon project period, materially alter the scope of work, or require inefficient travel schedules may alter the price of this proposal. If the scope or approach of the engagement is amended, a full review will be conducted by B. Riley and the City. Similarly, if circumstances require a different level of B. Riley's involvement, we will advise the City promptly and obtain approval in prior to proceeding.

ATTACHMENT A: COST PROPOSAL & ACCEPTANCE OF PROPOSED CONTRACT/AGREEMENT

Breakdown of firm's rates, fees and charges for services by phase and total project, including a proposed payment schedule for work associated with the services requested herein., please submit the estimated hours and extended cost for each person assigned to this project. Proposers must submit cost proposals for the complete scope of work. Each cost option shall include all possible direct and indirect costs, travel, insurance, overhead, labor, profit, rebates, contingent commissions, renewal commissions, service fees, and any other expenses.

The City reserves the right to add or remove services over the contract term. The City reserves the right to award the Service(s) listed on this solicitation "individually", by "groups", "all or none", or by any other method as deemed in the best interest of the City.

FEE SCHEDULE

- Please include transportation, lodging, meals, and related items for on-site meetings and interviews that are applicable in providing these services.

TASK DESCRIPTION	HOURS	COST (\$)
TASK 1: ASSESSMENT OF CURRENT STATE AND BUSINESS IMPACT ANALYSIS (BIA)		
Project Initiation & Kickoff	N/A - Fixed Fee	\$17,437.50
Data Request & Document Review	N/A - Fixed Fee	-
Business Impact Analysis (BIA)	N/A - Fixed Fee	\$17,437.50
IT Current State Assessment	N/A - Fixed Fee	\$17,437.50
Gap Analysis	N/A - Fixed Fee	\$17,437.50

TASK DESCRIPTION	HOURS	COST (\$)
SUBTOTAL TASK 1: ASSESSMENT OF CURRENT STATE AND BUSINESS IMPACT ANALYSIS (BIA)		\$ 69,750.00
TASK 2: TASK 2: BUSINESS CONTINUITY PLAN (BCP)		
Business Continuity Plan Development	N/A - Fixed Fee	\$17,437.50
Disaster Recovery Plan Development	N/A - Fixed Fee	\$17,437.50
Tabletop Exercise	N/A - Fixed Fee	\$17,437.50
Executive Presentation	N/A - Fixed Fee	\$17,437.50
SUBTOTAL TASK 2: TASK 2: BUSINESS CONTINUITY PLAN (BCP)		\$ 69,750.00
TOTAL		\$ 139,000

HOURLY RATES FEE SCHEDULE

Please state the firm fixed hourly rates and list the position title for each project team member (e.g., Project Manager - \$140. Project Consultant - \$125, Research/Support Staff - \$85.

TITLE	HOURLY RATE (\$)
Senior Managing Director	\$385/hr.
Senior Director	\$325/hr.
Director	\$275/hr.
Associate Director	\$225/hr.

(PLEASE READ AND MARK EACH CHECKBOX CONFIRM ACKNOWLEDGEMENT AND AGREEANCE WITH THE INDICATED STATEMENTS)

☒ The Proposal Cost provided reflects all possible direct and indirect costs, travel, insurance, overhead,

labor, profit, rebates, contingent commissions, renewal commissions, service fees, and any other expenses.

☒ The Proposal provided reflects any additional addendum(s) issued with respect to this RFP.

☒ My signature certifies that the firm agrees to sign a Non-Disclosure Agreement if selected for award.

☒ My signature certifies that this firm has no business or personal relationships with any other companies or person that could be considered a conflict of interest, or potential conflict of interest to the City of Meniffee, pertaining to any and all work or services to be performed as a result of this request and any resulting Agreement/Contract with the City.

ACCEPTANCE OF PROPOSED AGREEMENT/CONTRACT:

☒ Submittal of this proposal indicates we have reviewed the proposed written agreement (Exhibit A) and if selected would accept all terms of the proposed agreement. Proposer, in submitting a response to this RFP, warrants that it has full power and authority to comply with the requirements specified herein and will hold the City harmless from and against any and all loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty.

B. Riley Advisory Services

Company Name

3445 Peachtree Road, Suite 1225

Address

Atlanta GA 30326

City State Zip Code

(602) 321-9818 () N/A

Telephone Number Fax Number

Company Type: ☐ Partnership ☐ Trust/Estate ☐ Limited Liability Company

☐ Corporation
(LLC)

☒ Individual/Sole Proprietor or single member LLC ☐ Other: _____

Signed By

Duane Lohn Senior Managing Director

Print Name Title

ATTACHMENT B: INSURANCE REQUIREMENTS

CONTRACTORS AND/OR CONSULTANTS TO THE CITY OF MENIFEE (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			Each Occurrence	Aggregate
YES	WORKER'S COMPENSATION EMPLOYER'S LIABILITY	Statutory	\$1,000,000	\$1,000,000
		Statutory	\$1,000,000	\$1,000,000
YES	GENERAL LIABILITY	Bodily Injury	\$1,000,000	\$2,000,000
		Property Damage	\$1,000,000	\$2,000,000
		Bodily Injury & Damage Combined	\$1,000,000	\$2,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	Bodily Injury	\$1,000,000	\$1,000,000
		Each Person	\$1,000,000	\$1,000,000
		Each Occurrence	\$1,000,000	\$1,000,000
		Property Damage	\$1,000,000	\$1,000,000
		Bodily Damage and Property Damage, Combined	\$1,000,000	\$1,000,000
YES	ADDITIONALLY INSURED	THE CITY OF MENIFEE IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCILMEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.		

INSURANCE COVERAGE:

- ❖ A PROVISION FOR A WRITTEN THIRTY (30) DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
- ❖ A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY
- ❖ DEDUCTIBLE AMOUNTS IN EXCESS OF \$25,000 REQUIRE CITY'S PRIOR APPROVAL.

INSURANCE CERTIFICATES:

- ❖ CONTRACTOR MUST SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.
- ❖ UPDATED INSURANCE CERTIFICATES, AS NEEDED, MUST BE RE-SUBMITTED PERIODICALLY DURING THE PERIOD UNDER CONTRACT, INCLUDING ORIGINAL CONTRACT TERM AND ANY ADDITIONAL TERM EXTENSIONS.

ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSURED"

- ❖ PRIMARY COVERAGE: WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.
- ❖ CROSS LIABILITY: THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.
- ❖ NOTICE OF CANCELLATION:
IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

NOTICES SHALL BE MAILED TO:

DEPARTMENT OF FINANCE
CITY OF MENIFEE
29844 HAUN ROAD
MENIFEE, CA 92586

ATTACHMENT B.1: ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS AND CERTIFICATION OF ABILITY TO PROVIDE COVERAGES SPECIFIED

I, Duane Lohn (Print Name), the
Senior Managing Director (President; Secretary; Owner or Representative) of the
B. Riley Advisory Services (Company Name or Corporation, or
Owner), certify that the Insurance Requirements set forth in Attachment B and the Proposed
Agreement have been read and understood that our insurance company(ies)
Alliant Insurance Services, Inc. (Name(s) of insurance company(ies)) (is/are) able to
provide the coverages specified.

Signature of President, Secretary, Partner, Owner or Representative

9/12/2022

Date

ATTACHMENT C: CERTIFICATION OF NON-COLLUSION

Made to: City of Meniffee

(a) By submitting this proposal, each proposer and each person signing on behalf of any firm certifies, and in the case of a joint proposal, each party therefore certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

- (1) The fees and terms in this proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such fees and terms with any other proposer or with any other competitor; and
- (2) Unless otherwise required by law, the fees and terms which have been quoted in this proposal have not been knowingly disclosed by the proposer prior to the opening, directly or indirectly, to any other proposer or to any competitor; and
- (3) No attempt has been made by the proposer or will be made to induce any other persons, partnership or corporation to submit or not submit a proposal for the purpose of restricting competition.

Duane Lohn, Senior Managing Director

Printed Name and Title

Signature

B. Riley Advisory Services

Name of Firm/Company/Corporation

602-321-9818

Telephone Number

3445 Peachtree Road, Suite 1225

Street Address

Atlanta, GA 30326

City, State, Zip

dlohn@brileyfin.com

Email Address

9/12/2022

Date

ATTACHMENT D: PREVIOUS CONTRACT PERFORMANCE & LITIGATION STATEMENT

The City will evaluate the facts and may, at its sole discretion, reject Proposer's response if the facts discovered indicate that completion of a contract resulting from this Request for Proposal may be jeopardized by the selection of Proposer. If no such terminations for default have been experienced by Proposer in the last five years, so indicate. The City shall reject any Proposer's response if it discovers any contract terminations within the stated period that were not disclosed.

PREVIOUS CONTRACT PERFORMANCE:

- a) Submit details of all terminations for default experienced by Proposer during the past three (3) years including the other party's name, address and telephone number. Termination for default is defined as a notice to stop performance due to Proposer's nonperformance or poor performance and the issue was either (a) not litigated or (b) litigated and such litigation determined Proposer to be in default. Present a description of the facts surrounding each incident and include Proposer's position on the matter. Exclude garnishments and similar routine matters that do not affect contract performance. Indicate whether or not the Proposer or principals have ever been suspended or debarred by any government agency. State "NONE," if none. Use additional sheets as necessary.

NONE

- a) Indicate whether or not the Proposer or principals have ever been involved in any kind of bankruptcy proceedings. Give a summary of all proceedings and provide a listing of all significant outstanding claims or judgments. State "NONE," if none. Use additional sheets as necessary.

NONE

LITIGATION HISTORY:

Check One:

- ☒ The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY: B. Riley Advisory Services

SIGNATURE: _____

NAME: Duane Lohn

TITLE: Senior Managing Director

DATE: 9/12/2022

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

Business Impact Analysis (BIA)

- Review Client's current network architecture and topology, identify any gaps between industry "standard of care" and current environment
- Review Client's current policies for backup, replication, and retention
- Identify any missing or outdated policies
- Review current inventory of applications, systems, and services
- Interview client's business unit leadership teams to document Recovery Time Objective (RTO) and Recovery Point Objective (RPO) expectations for systems inventory noted above
- Interview client's business unit leadership teams to document alternate work location needs
- Categorize by priority the RTO, RPO, and alternate work location requirements
- Document business and technical requirements for DR – BCP and alternate work location
- Conduct a review of current systems in production and methods to recover these systems
- Based on results of previous steps, recommend "best-value" solution options, in terms of cost, approach for scale, scope, preferred location, and method(s) for DR
- Identify and document current risks within the Client's technology environment
- Develop and document DR - BCP solution options based on BIA as noted above
- Review DR - BCP design options and proposed costing with Client leadership team
- Develop final DR - BCP technical design based on Client preferred selection
- Develop initial DR - BCP Plan implementation timeline
- Document recovery processes and dependencies for production systems and vendor applications

Expected Deliverables

- Business Impact Analysis and Risk Assessment
- Set of "best value" options for meeting the BIA requirements
- Risk Register
- Prioritized gap analysis for technical environment
- Documented recovery processes and dependencies for production systems including SaaS applications

Business Continuity Plan (BCP)

BCP - Determine Business Continuity and Disaster Recovery Strategy

- Review DR BCP strategies with Client's leadership team.
- Determine and document DR BCP strategies based on the findings from phase 1.
- Develop the DR BCP strategy design based on Client's preferred selection.
- Begin identifying and documenting recovery options based on the in-place controls.
- Discuss and document business continuity strategies such as communication processes, recovery processes, and business resumption strategies.
- Discuss and document functional team members such as Business Unit Recovery Team members, Emergency Response Team members, Executive Recovery Team members, Crisis Communication Team members, and Technology Recovery Team member

BCP - Disaster Recovery and Business Continuity Plan

- Based on findings from the previously completed BIA and above BCP / DR strategy, draft the Client's Business Continuity Plan.
- Relevant Awardee and Client teams design, develop, and implement the continuity strategies.
- Document recovery plans for Client's operations and the technology that supports them.
- Document business resumption options in the event of loss of facility, loss of applications or technology service.
- Document specific recovery teams and their responsibilities.
- Document communication methods, both internal and external.
- Based on solutions determined by the Client's project team, document the following:
 - High Level Technology Recovery Plan:
 - Identify and document current recovery capabilities.
 - Technical recovery processes and escalation,
 - Documenting the recovery infrastructure application, and services.
 - Options and recommendations to avoid supply-chain issues.
 - Operational/Business Recovery Plan:
 - Business Continuity processes and procedures.
 - Utilizing alternate resources.
 - Managing alternate resources.
 - Timely procurement and delivery of any technical equipment necessary to deliver services internally and to the public (Supply Chain).
 - Documenting the continuation of business processes.

- Emergency Plan/Incident Management Plan:
 - Emergency and Life Safety procedures.
 - Incident command and control procedures.
 - Roles and responsibilities.
- Site Recovery Plan
 - Critical function or process continuity procedures.
 - Alternative ways to conduct business when normal resources are unavailable.
 - Document recovery facility or location(s).
 - New/standby location or work remote options.
 - Technical services and procedures.
 - Timely procurement and delivery of any technical equipment necessary to deliver services internally and to the public (Supply Chain).
- Crisis Management and Communication Plan:

Deliverables to be provided as part of this Statement of Work:

- A DR BCP Readiness Review document that identifies current DR BCP processes and areas of risk and provides recommendations for addressing these risks.
- Documented options and recommendations for how to avoid Supply Chain issues in the context of Business Continuity and recovering to normal operations.
- Business Continuity Plan based on working with Client's DR BCP project team.
- Incident Response Plan as a section of the BCP.
- One Tabletop Exercise Training Session.