



This AGREEMENT is entered on the 27th day of April, 2021 by the City of Rialto (hereinafter "Customer") and Onyx FX (hereinafter "Onyx").

This agreement, and details contained herein constitute the entire Agreement with the City of Rialto for the period of April 27, 2021 through June 30, 2021.

SCOPE OF SERVICES

Consultant will provide a security, network, and provide complete assessment of the City of Rialto Information Technology Services (IT) Division.

The purpose of Consultant's assessment is to ensure City compliance with all information technology industry best practices. Consultant will assist the City IT manage, analyze, make recommendations, and implement as necessary changes and improvements to the City's information technology environment including but not limited to:

- Network Infrastructure
- Network Security
- Firewall Security
- Data Communications
- Telecommunications
- LAN, WAN, Internet, Intranet, Data Communication Systems, and related Security Systems
- Server Clean Up
- Equipment Maintenance and Replacement Needs
- Hardware and Software Needs
- Disaster Recovery Plan
- Assist in the Development of IT Objectives, Strategies, and Performance Measures
- Trains Staff as Necessary
- Provide Technical Advice

Consultant's services are being provided to the City as that of an independent contractor managing the IT Department. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by the California Public Employees' Retirement System ("CalPERS") or a court of competent jurisdiction to be classified as other than an independent contractor,



then Consultant shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines,

penalties, judgments and/or employee and/or employer contributions to CalPERS for CalPERS retirement benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any interest on such fines, penalties,

judgments or CalPERS contributions, including such payments which would otherwise be the responsibility of the City.

Consultant represents to the City that he is customarily engaged in the information technology assessment services to be provided to the City pursuant to the terms of the Agreement and will be providing such services to clients other than the City during the term of this Agreement.

ENGAGEMENT SCHEDULING & TIMELINE

Customer has defined the engagement schedule and is herein recognized as the following:

520 hours of onsite, after hours and remote support at 40-50 hours per week totaling 13 weeks through June 30, 2021.

SERVICE LOCATION

Resource will report to the following address:
IT Department
251 S. Willow Ave Riatlo, CA 92376

PAYMENT SCHEDULE

Consultant shall perform the service at the rate of \$150 per hour not-to-exceed the amount of \$78,000.00. The City shall reimburse for the following expenses that are directly attributable to work performed with prior approval from the Finance Director under this Agreement: materials and supplies, printing and reproduction, and postage or shipping costs.

This Agreement is a FIXED HOURLY FEE ENGAGEMENT, based on a monthly resource Fee Schedule billed bi-weekly.



Signatures

This Agreement shall be effective as of the dates listed herein.

Customer:

City of Rialto

Signature

Name

Title

Date

Company:

Onyx FX

Signature

Da'Love Thomas

Name

Owner

Title

04/15/2021

Date