

**FIRST AMENDMENT TO CYBER RESPONSE TEAM AND LEGAL SERVICES
AGREEMENT**

THIS AMENDMENT is made and entered into this ____ day of _____, 20____ (“Effective Date”), by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as “County”, and the law firm of MULLEN COUGHLIN, LLC, a Pennsylvania Professional Limited Liability Company, whose local address is 3001 N Rocky Point Drive East Suite 200, Tampa, FL 33607, hereinafter referred to as “FIRM,” (individually “Party” and collectively “Parties” hereto).

W I T N E S S E T H:

WHEREAS, the County procured the Chubb Cyber Enterprise Risk Management Policy D95144949 (“Chubb Policy”), effective March 1, 2021, in which the policy identified parties that could perform services under that contract; and

WHEREAS, FIRM was an approved service provider under said contract; and

WHEREAS, the Parties entered into a Cyber Incident Response Team and Legal Services Agreement on August 9, 2021, to provide Cyber Incident Response and Legal services in the event of a County cyber security incident,

WHEREAS, the Chubb Policy has since expired and is no longer in force and effect, and

WHEREAS, the County continues to maintain cyber security coverage policies on a yearly basis, but with different providers and FIRM continues to be an approved service provider, and

WHEREAS, the Parties wish to continue in a similar capacity, with some updates to the original Agreement.

NOW, THEREFORE, in consideration of the above and mutual covenants contained herein, the Parties agree as follows:

1. The “whereas” clauses above are incorporated herein.
2. The first “whereas” clause is revised to read:

WHEREAS, given the specialty and scope of the cyber incident response required and the discounted self-insured retention experienced by the County through hiring a firm approved by its current cyber insurance policy, the county has determined that it has a need for a Cyber Incident Response Team and Coach.

3. Each reference to “Chubb Group of Insurance Companies” or “Chubb” is replaced with “current cyber incident insurance policy provider.”
4. Each reference to “Chubb Cyber Enterprise Risk Management Policy D95144949” is replaced with “current cyber incident insurance policy.”
5. The first sentence of paragraph 4 is amended to read “The County appropriates each year the self-insured retention amount of \$500,000.00” and the first sentence of paragraph 5 is amended to read “There is a self-insured retention (SIR) of

\$500,000.00 on the County's matter." The fifth sentence, "If the County's carrier advises that coverage is no longer available, the County is responsible for payment of the firm's fees, costs, or expenditures up to an additional \$150,000. In the event the firm's fees, costs or expenditures are estimated to exceed \$150,000, the Firm reserves the right to stop work without penalty until such time as the County may approve additional funding."

6. Exhibit B's Rate Schedule and Cost/Expense Items Schedule is amended to read in part:

A. Hourly rates for legal personnel

\$350 Partner

\$305 Associate

\$150 Paralegal

7. Paragraph 18 is amended to read "If sent to The Firm, the notice will be mailed to:

Joshua Patrick Brian
Mullen Coughlin LLC
3001 N Rocky Point Drive East Suite 200
Tampa, FL 33607

8. Except as herein provided, all other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the day and year reflected in the first above written.

APPROVED AS TO FORM

By: Jason C. Ester
Office of the County Attorney

PINELLAS COUNTY, FLORIDA
a political subdivision of the
State of Florida

By: _____
Chairman, Board of County Commissioners

THE FIRM
MULLEN COUGHLIN LLC

By: John F. Mullen
John F. Mullen, Managing Partner