

**AMENDMENT NO. 2 TO AGREEMENT NO. 47622
BETWEEN
THE LOS ANGELES DEPARTMENT OF WATER AND POWER
AND
TRIPWIRE, INC.**

THIS AMENDMENT No. 2 to Agreement No. 47622 (Agreement) is made and entered into by and between the City of Los Angeles, acting by and through the Los Angeles Department of Water and Power, a municipal corporation (herein referred to as "LADWP") and Tripwire, Inc. an Oregon corporation (herein referred to as "Tripwire" or "Contractor"), collectively the "Parties".

WHEREAS, the parties have entered into Agreement No. 47622 wherein Tripwire agreed to provide professional services and training for ongoing development, upgrading, and maintenance of Tripwire software for compliance with the mandatory North American Electric Reliability Corporation (NERC) Cyber Security Critical Infrastructure Protection (CIP) Reliability Standards effective September 25, 2020, which together with all amendments and supplements thereto hereinafter shall be referred to as the "Agreement"; and

WHEREAS, the Agreement originally set the term of three years and a total not-to-exceed amount of \$550,000 for total compensation that may be paid to Tripwire; and

WHEREAS, Amendment No. 1 to the Agreement extended the contract period from September 25, 2023 to September 24, 2025, and increased the Agreement not to exceed amount by \$147,000 to a new not to exceed amount of \$697,000; and

WHEREAS, the Parties are amending the Agreement for the purpose of extending the Agreement term by five years, for a total of ten years, and increasing the total not-to-exceed amount by \$603,000, to a new not to exceed amount of \$1,300,000.

NOW, THEREFORE, BE IT RESOLVED that for good and valuable consideration, including the mutual exchange of promises, the Parties agree to amend the Agreement as follows:

1. Subsection 13.a) Term, previously read as the following:

"The term of this Agreement ("Term") shall commence upon the Effective Date and shall expire five (5) years thereafter, unless earlier terminated as hereinafter provided."

Subsection 13.a) Term is hereby amended to read as the following:

"The term of this Agreement ("Term") shall commence upon the Effective Date and shall expire ten (10) years thereafter, unless earlier terminated as hereinafter provided."

2. Exhibit C - Fee Schedule (Amendment No. 1), is replaced in its entirety with the attached Exhibit C, Fee Schedule (Amendment No. 2).

3. Exhibit D, Allowable Travel Expenses is replaced in its entirety with the attached Exhibit D, Allowable Travel Expenses (Revision No. 1).

Except as herein amended, all other terms and conditions of the Agreement shall remain unchanged.

This Amendment No. 2 may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same amendment. The parties further agree that facsimile signatures or signatures scanned in to .pdf (or signatures in another electronic format designated by LADWP) and sent by e-mail shall be deemed original signatures.

This Amendment No. 2 consists of three (3) pages and two (2) Exhibits.

[Signature Page follows.]

SIGNATURE PAGE

IN WITNESS THEREOF, the Parties have caused this Amendment No. 2 to Agreement No. 47622 to be executed by their authorized representatives on the date written below.

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER COMMISSIONERS

By signing below, the signatories attest that they have
no personal, financial, beneficial, or familial interest in
this agreement.

Date: _____ By: _____
JANISSE QUIÑONES
Chief Executive Officer and Chief Engineer

And: _____
CHANTE L. MITCHELL
Board Secretary

APPROVED AS TO FORM AND LEGALITY
HYDEE FELDSTEIN SOTO, City Attorney

By Bethany A. Burgess
BETHANY A. BURGESS

Deputy City Attorney

Date: January 7, 2025

TRIPWIRE, INC.

Signed by:

Sarah Sederstrom

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Date: 12/9/2024 By: _____
Sarah Sederstrom
Associate General Counsel

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Andrew Bednarek

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And: _____
Andrew Bednarek
Senior Corporate Counsel

EXHIBIT C
Fee Schedule (Amendment No. 2)

Agreement No. 47622 – Professional Services and Training with Tripwire
Vendor: Tripwire, Inc.

Description	Years 1-3 List Price	Year 4/5 List Price	Years 6-10 List Price
Professional Services, Not to Exceed \$700,000			
Tripwire Professional Services (per person/day)	\$2,500	\$2,500	\$2,500
Tripwire Training, Not to Exceed \$500,000			
On-Site Training or Virtual Instructor-Led Training (VILT)			
Tripwire Enterprise Foundation (6 Students Min., 5 days)	\$15,950	N/A	N/A
Tripwire Enterprise Foundation (12 Students Min., 5 days)	\$27,275	N/A	N/A
Tripwire Enterprise Foundation (additional Student)	\$2,500	N/A	N/A
Tripwire Enterprise Foundation ADMIN Track (offered in VILT or traditional classroom) (per student)	\$3,750	N/A	N/A
Tripwire Whitelist Profiler (per student)	\$2,250	N/A	N/A
Tripwire Enterprise Commander (per student)	\$1,500	N/A	N/A
Tripwire IP360, CCM, and SIH Training (12 min., 2 days)	\$12,760	N/A	N/A
Tripwire IP360, CCM, and SIH Training (additional student)	\$2,500	N/A	N/A
Private Training for Up to 5 Students (any product)	N/A	\$16,100	\$16,100
Private Training (additional per student)	N/A	\$2,500	\$2,500
Private Training for Up to 12 Students (any product)	N/A	\$34,445	\$34,445
VILT, per student (any product)	N/A	\$3,550	\$3,550
Self-Study Training (all pricing is per student)			
Tripwire Enterprise Foundation	\$1,950	N/A	N/A
Tripwire IP360, CCM, & SIH Training	\$3,750	N/A	N/A
Tripwire IP360 & SIH Training	\$2,250	N/A	N/A
TLC Self-Study	\$1,500	N/A	N/A
Tripwire eLearning, per student (any product)	N/A	\$2,200	\$2,200
Tripwire Test Retake (any product)	N/A	\$520	\$520
Tripwire Extended Environment (any product)	N/A	\$520	\$520
Allowable Travel Expenses, In Accordance with Exhibit D, Not-to-Exceed \$100,000			
TOTAL Not to Exceed \$1,300,000			

END OF FEE SCHEDULE

EXHIBIT D
Allowable Travel Expenses

[NOTE: These rates are as of January 1, 2024]

Expenses for transportation, lodging, subsistence and related items incurred by consultants employed by the Los Angeles Department of Water and Power will be subject to the "50-mile" rule. Under this rule, travel reimbursements will be made only if the destination is farther than 50 miles from the Consultant personnel's field or office location to the LADWP work site. Any such travel shall be pre-approved by LADWP and shall be in accordance with the guidelines of this Exhibit D.

All expenditures over \$25 require documentation in the form of an original detailed receipt with the exception of per diem meals. However, receipts for expenditures under \$25 may be requested by the City Controller. No additional mark-up on consultant or subconsultant expenses will be allowed.

LADWP will reimburse the Consultant for expenses that include, but not limited to:

1.0 Airfare:

Airfare is limited to coach class only. An itinerary is not acceptable in and of itself. Original receipts for airfare must be submitted. Purchase of a refundable ticket, which is usually more expensive than a non-refundable ticket, must be approved by the LADWP Contract Administrator identified in the Agreement.

2.0 Car Rental:

Car rental is limited to mid-size or smaller car. The expense of navigation and insurance will not be reimbursed. Original receipts for car rental and fuel costs must be submitted. Travelers shall fill the gas tank before returning car to avoid fuel surcharges that are not reimbursable.

3.0 Per Diem Allowances – Meals:

- 3.1 A meal allowance rate is established for domestic travel and will include incidental expenses.
- 3.2 The meal allowance rate for domestic travel is \$86 per day for a full day of travel, which excludes taxes and reasonable and customary gratuities not to exceed 15 per cent. On the first and last day of travel flight itinerary will be required if the full meal rate is requested.
- 3.3 Meal and incidental allowance will be prorated at 75% (\$64.50) of the daily allowance as follows on the first and last day of travel depending on departure/arrival time:
 - 3.3.1 The partial meal rate will be paid on the first day of travel for departure times after 2 p.m.

EXHIBIT D

Allowable Travel Expenses

3.3.2 The partial meal rate will be paid on the last day of travel for arrival times prior to 2 p.m.

3.3.3 When some meals are provided as part of the conference/event.

(NOTE: No meal allowance will be provided when all meals are provided throughout the day by the host or as part of an event/conference.)

3.4 Meal Receipts

Meal receipts are no longer required when claiming the meal allowance. If receipts are provided, the actual amount if less than allowance will be reimbursed.

EXCEPTIONS:

- 1) Receipts are required for grant funded travel where the grantor requires complete documentation of travel expenses; and
- 2) Receipts are required of single meals that cost more than \$25.

4.0 Per Diem Allowance – Hotel/Lodging:

4.1 Since the expense limit varies by county, the expense limit shall be pre-approved by the LADWP Contract Administrator identified in the Agreement for travel by the Consultant to an approved worksite outside of Los Angeles County.

4.2 Zero balance receipt is required. The receipt must include the pre-printed hotel name and address. Lodging expenses up to a maximum limit of \$191.00 per day (Los Angeles County). This should exclude taxes and tips. Tips and gratuities shall not exceed 15%, where reasonable and customary.

4.3 Meals and lodging are reimbursable only on working days as reported on timesheets, and payments are subject to the approval of the LADWP Contract Administrator identified in the Agreement.

5.0 Mileage:

Mileage for non-rental car travel will be paid at the standard mileage rate established by the Internal Revenue Service in effect at the time of travel. A Map Quest or similar routing tool is required to document miles driven. The mileage will be calculated using the shortest route. As of January 1, 2024, the reimbursement rate is sixty-seven cents (\$0.67) per mile.

END OF ALLOWABLE TRAVEL EXPENSES