AMENDMENT NO. 2
TO
LINKING AGREEMENT BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
TERRA VERDE, LLC D/B/A TERRA VERDE SERVICES
(Avondale Contract No. 13935c, Glendale, Contract No. C-9449)

This Amendment No. 2 ("Amendment") to the Linking Agreement ("Agreement") is made this _____ day of _____, 2016, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Terra Verde Services.,, an Arizona limited liability company   authorized to do business in Arizona ("Contractor").

RECITALS

A.   City and Terra Verde LLC., d/b/a Terra Verde Services ("Contractor") previously entered into a Linking Agreement, Contract No. C-9449, dated November 24, 2014 ("Agreement") which provided for the cooperative purchase of goods and services consistent with the agreement between the City of Avondale and Contractor dated July 4, 2014; and

B.   The Avondale Contract No. 13935 had an initial one-year term with the option to extend an additional four (4) years in one-year increments; and

C.   The Avondale Contract was extended and renewed for an additional one year period. Accordingly, the City and Contractor entered in Amendment No. 1, which extended the term of the Linking Agreement from July 8, 2015 to July 7, 2016; and

D.   The Avondale Contract was again extended and now expires on July 7, 2017;

E..   On May 12, 2016, the City extended the term of the Agreement by notifying the Contractor that it was exercising its right to extend the contract for a one year period, through July 7, 2017; and

F.   City and Contractor now wish to modify and amend the Linking Agreement to change the Scope of Work and the amount of compensation to be paid to the Contractor for the goods and services to be provided thereunder. This Amendment #2 is subject to, and shall be interpreted in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.

2. **Term.** The City has already exercised its right to extend the term of the Agreement for a one-year period from July 8, 2016 through July 7, 2017, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.

3. **Scope of Work.** The Parties agree to amend the Scope of Work as provided in the new Statement of Work entitled "Managed Security Services (MSS) Proposal" v2.016.06 dated September 15, 2016. The MSS Proposal/new SOW is attached hereto as Exhibit 1.

4. **Compensation.** Pursuant to the new SOW, which is attached hereto as Exhibit1, the City's monthly managed service and monitoring fees will be reduced from $3,530.00 per month to $2,120.00 per month. The total not-to-exceed amount of the Agreement, as amended, is unchanged.

5. **Insurance Certificate**. An insurance certificate demonstrating that updated and/or extended coverage has been secured must be provided prior to this date to Materials Management and the Contract Administrator.

6. **Non-discrimination.**   Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

7. **No Boycott of Israel**. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

8. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[The remainder of the page is left intentionally blank.]

CITY OF GLENDALE, an Arizona
municipal corporation

_____
Kevin R. Phelps, City Manager
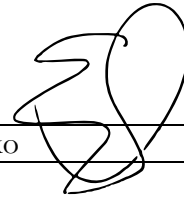
ATTEST:

_____
Julie K. Bower, City Clerk   (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey, City Attorney

TERRA VERDE LLC
D/B/A Terra Verde Services

By: Edward Vasko
Its: CEO

TERRA VERDE
INTEGRITY • EXPERIENCE • VALUE

Managed Security Services (MSS) Proposal

GLENDALE
AZ

9/15/2016

Sustainable Cybersecurity, Risk & Compliance Solutions ▶▶▶

Revision History

Version	Date	Description	Author
V1.0	9/15/2016	Client ready Draft	M. Perez

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TERRA VERDE

TERRA VERDE TRUSOC™ OVERVIEW

Headquartered in Scottsdale Arizona, Terra Verde's TruSOC™ provides managed security services (MSS) to clients worldwide. Government agencies, multi-national corporations, Fortune 500 companies, medium-sized businesses, and small offices rely on TruSOC™ to ensure security and monitor ongoing compliance of critical security infrastructure.

TRUSOC™ BENEFITS

1 - INCREASED SYSTEM STABILITY

TruSOC™ monitors client systems to help ensure optimum stability. Stable systems equate to decreased down time and supports overall operational effectiveness.

2 - ENABLES AUDITING AND REPORTING

As a result of fully documented and consistently followed procedures, Terra Verde TruSOC permits easy auditing and review of critical security infrastructure.

3 - QUALITY ASSURANCE AT EVERY LEVEL

The firm's continuous improvement process helps to ensure that your feedback and recommendations are integrated into standard operating methodologies.

4 - FOCUS ON CORE COMPETENCY

Among a variety of services and solutions focused on security, compliance, and risk management, Terra Verde provides security monitoring and vulnerability scanning. Leveraging Terra Verde's experienced security professionals allows you the opportunity to focus on core business competencies while ensuring your fiduciary responsibility to secure the enterprise.

5 - OPERATIONAL EXCELLENCE

TruSOC™ manages the security of your systems according to industry best practices; this improves the daily availability of information and reduces interruptions to the daily business operations.

6 - EXTENDED CAPABILITIES

Many organizations use TruSOC™ as their virtual IT security operations team. Our deep technical skills and experience in many different environments help resolve a variety of challenging problems within client organizations.

7 - REDUCED OVERALL COSTS

A properly equipped IT security operations staff is expensive to establish and maintain. Thus, despite need or compliance requirements, many organizations neglect information security tasks. Terra Verde's TruSOC™ helps to *right size* your IT security operations. Clients pay only for what is needed and avoid hidden costs resulting from:

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- Lost productivity during system outages
- Loss due to the unsupported system capabilities
- Lost customers and/or revenue due to security breaches
- Opportunity cost of decision-support resulting from inaccessible data
- Increased audit, compliance, and regulatory costs
- Litigation expense resulting in data exposure or compromise

8 - HOLISTIC SECURITY SOLUTION

TruSOC™ provides a holistic security solution that scales to meet client demand. Terra Verde's structured approach is built upon best of breed capabilities that place a security framework around people, processes, and technology.

9 - PCI/HIPAA COMPLIANT SOLUTION

Many organizations face challenging regulatory and compliance requirements such as the Payment Card Industry Data Security Standard (PCI DSS) and the HIPAA/Health Information Technology for Economic and Clinical Health (HITECH) Act. Terra Verde has the necessary experience and specific qualifications to ensure that client data is treated in accordance with in-scope requirements.

10 - 24x7 MONITORING AND ESCALATION

TruSOC™ provides 24x7x365 from our Scottsdale-based Security Operations Center (SOC) to clients across the world. Trained analysts and engineers monitor critical security infrastructure for any suspicious activity. When identified, alerts are created and escalated in accordance with our agreed upon structured approach.

Keeping the Security Information Event Manager (SIEM) tuned to specific client environments helps to minimize false alarms. TruSOC™ continually monitors SIEM systems to identify new efficiencies and eliminate inconsequential background static. The result is that TruSOC™-managed SIEMs operate at higher efficiency levels and provide more accurate and consistent alerts than unmanaged systems.

11 - EXPERIENCED STAFF

Terra Verde professionals include staff with the following certifications and credentials:

- Certified Information Systems Security Professional (CISSP)
- AlienVault Certified Engineer
- Fortinet/FortiGate Systems Engineer
- Offensive Security Certified Professional (OSCP)
- Certified Computer Examiner (CCE)
- Cisco Certified Network Technician (CCENT)
- Certified Ethical Hacker (CEH)
- Computer Hacking Forensic Investigator (CHFI)
- Certified Information Systems Auditor (CISA)
- Certified in the Governance of Enterprise IT (CGEIT)
- SANS GIAC Incident Handler Certification (GCIH)
- NSA INFOSEC Assessment Methodology (IAM)
- NSA INFOSEC Evaluation Methodology (IEM)

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Terra Verde professionals have extensive experience in detecting, analyzing, and resolving complex security problems.

PLANNING AND CRITERIA ESTABLISHMENT

With input from Client staff, Terra Verde maps out a strategic direction to address security event management, monitoring, escalation criteria, and reporting requirements.

SOLUTION ARCHITECTURE

Centralized Logging and Monitoring
To meet necessary compliance requirements TruSOC™ uses a distributed solution consisting of an on-premise log consolidation solution with events and alerts monitored by the SOC.

Bandwidth Preservation
Event logs are compressed and filtered locally, preserving valuable bandwidth.

Logs and Events Stored Securely
Logs are stored locally on client systems. TruSOC™ monitors those systems and escalates any alerts. Escalated alerts are stored in a secure data center protected by IPSec and two-factor authentication.

Figure 1. Solution Architecture.

Secure Connectivity
Terra Verde understand security requirements and holds itself to very high standards. That is why device management and log access takes place in a secured area monitored by video cameras around the clock. Moreover, our analysts and engineers use VPN IPSec and two-factor authentication to remotely access any operational systems. Terra Verde uses a premier tier-three datacenter to house all of its critical client systems.

REPORTING AND MONTHLY STATUS MEETINGS

Terra Verde provides a variety of reports. Our ability to flex to client demands is one of the key differentiators that many clients regard as a key value point. Some of Terra Verde's typical reports include:

Executive Level Summary Reports: A monthly alarm report provided the first week of each month for the prior month, then weekly for the prior week. Page 1 provides the totals of all alarms by category: Customer Requested, Critical, High, Medium and Low. Page 2 provides a graph of alarms by category and Page 3 provides the top 10 alarms. Remaining pages provide a summary line for each alarm.
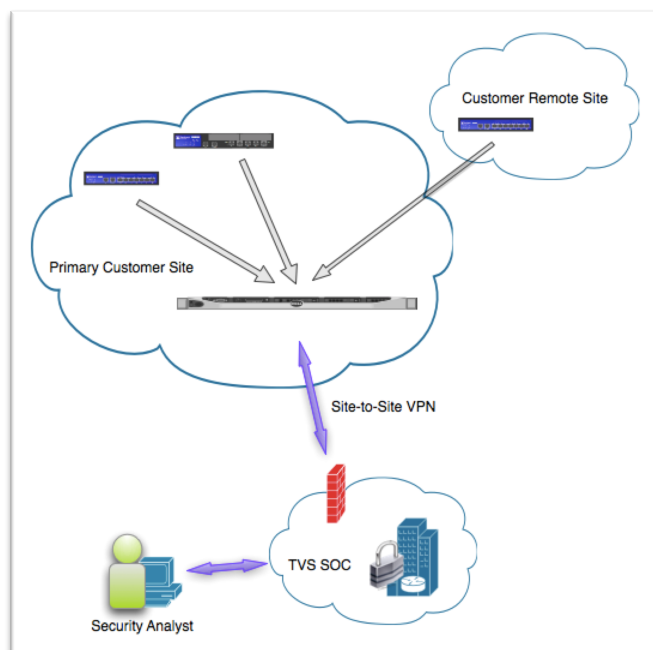
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Event Emails: Provide event information including description, impact rating (Customer Requested, Critical, High, Medium, Low), sample output where available, confirmation status, and remediation information. These emails are created and delivered on **an as required basis** in the event of an incident.

Monthly Asset Report: Monthly report provided the first week of each month listing deployed agents, disconnected agents and agents that have never been connected.

Monthly Status Meetings: Monthly meetings, via teleconference, to review reports and tuning requirements.

CONTINUOUS IMPROVEMENT

TruSOC™ provides the highest quality security solutions available. To help maintain that edge, the firm uses a continuous improvement process that rejects the status quo and demands increased performance over time. One of the ways Terra Verde monitors performance is through regular client meetings and satisfaction surveys. Each piece of client feedback is valuable to the company and helps to improve operations.

OTHER SERVICES THAT INCREASE VALUE

TruSOC™ offers cafeteria style pricing on a variety of other services that many clients consider extremely cost effective. As a result, clients choose those services they find most important and pay for only what they need and use. Please contact your TruSOC business developer for any questions on additional service needs.

PROPOSED SERVICES

This Statement of Work (SOW) has been specifically designed for City of Glendale and is based on information obtained from previous scoping meetings. Thus, as many organizations have dynamic environments, it is possible that needs recently changed. Please notify us of potential changes as soon as possible and consider the advantages of discounts offered in this SOW.

The scope of services outlined in this statement of work is related to devices and associated counts provided below.

Description	Count
AlienVault All-In-One Unlimited Asset SIEM	1
Remote Sensor	1
Total USM Devices	**2**

Terra Verde TruSOC service includes the following services as a bundled package on in-scope devices:

- **Agent-based monitoring** of identified servers, workstations, network infrastructure, and other devices. Agent-based monitoring is facilitated by the installation of a small agent on the endpoint, or through log collection via Syslog (or similar). This type of monitoring enables log aggregation, FIM, and HIDS capabilities.

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- **Non-agent based monitoring** of any device on your network. This monitoring is accomplished using an integrated intrusion detection system and appropriate network connections. Systems do not require any software installation; however, this monitoring does not provide complete log aggregation, FIM, or HIDS capabilities. This type of monitoring is only available if a SPAN port is made available to the platform. Only the traffic mirrored on that SPAN port will be visible for non-agent based monitoring.

- **Host-based Intrusion Detection** (HIDS) (where appropriate) to perform policy monitoring, rootkit detection, real-time alerting, and active response for servers and workstations that are using agent-based monitoring.

- **Internal Vulnerability scanning** helps identify vulnerabilities on a routine basis.

- **24x7x365 monitoring** by Terra Verde's Scottsdale-based TruSOC™ team.

- **AlienVault platform maintenance** by Terra Verde's Certified AlienVault Engineers.

CLIENT RESPONSIBILITIES AND ENGAGEMENT ASSUMPTIONS

CLIENT RESPONSIBILITIES

Maintaining appropriate levels of security requires that City of Glendale accept certain responsibilities:

- City of Glendale must designate an authorized staff member to make all management decisions with respect to this SOW.

    Manager's name: _____

    Title: _____

    Office: _____

    Mobile/SMS: _____
    Email address: _____

- At the start of the engagement, City of Glendale staff contributes to a detailed planning exercise. Any change in the scope of work requires review for potential pricing adjustments.

- City of Glendale agrees to resolve any technical conditions within their environment and under their control that tend to create excessive unwanted ticket escalations as defined within this agreement.

    Terra Verde will cease notification of security events for which the client has received excessive unwanted ticket escalations unless the client responds to Terra Verde indicating that the issue

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is resolved in accordance with this agreement. If City of Glendale does not complete remediation of any issue, thereby causing a continuation of unwanted ticket escalations, Terra Verde may, at its option, contact City of Glendale and advise of intent to immediately cease notification of any resulting ticket escalations. In either event, Terra Verde shall be held harmless for any security or related events resulting from cessation of notification including but not limited to data breach, fraud, loss, reputational harm, denial of service, degraded service, etc.

- City of Glendale will provide Terra Verde with prompt access to all individuals, documentation, systems, and sites/locations as needed to execute project tasks.

- Desks/cubes, power, network, and telephone access (if required) will be available for project-assigned Terra Verde staff when they are working on site.

ENGAGEMENT ASSUMPTIONS

The scope and timeline of this project is based on several assumptions; if these prove to be untrue, deliverables and/or finish date may change. Moreover, overall engagement fees may increase.

- Significant rework of the environment will not be necessary

- Terra Verde will provide monitoring and response services as proposed in the "Core Requirements" section of this proposal. Additional services can be provided but at increased monthly recurring or one-time costs.

- Terra Verde will not be responsible for:
  o Other Third party software functionality within Client's existing technical environment;
  o Management decisions with respect to this partnership;
  o Data consistency and integrity issues; and
  o Activities related to system programming and certification of reporting results.

- Regulatory requirements are subject to change. Terra Verde will work with City of Glendale to ensure the latest criteria are used. Changes may impact the overall hours and requirements needed to complete this engagement.

During the various phases of this project, Terra Verde may assign more than one resource to complete the evaluations within each phase. As such, Terra Verde may require access to more than one internal City of Glendale resource. Although Terra Verde does not anticipate this to be an issue, the risk of delay can progressively increase as additional simultaneous resources are involved. Terra Verde will make every effort to minimize impact to City of Glendale resources. Nonetheless, City of Glendale staff may be required to escort Terra Verde consultants, provide access to facilities, answer evaluation questionnaires, provide documentation and/or configurations, and participate in project meetings.

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ADDENDUM A: ORDER FORM

This Order forms a part of, and is subject to, the Agreement dated _____, 2016 by and between the undersigned Parties (collectively, the **"Agreement"**). This Order is not valid unless signed by both Parties and is effective as of the date of the last signing Party. In the event of any inconsistency between the Order and the Agreement, the latter shall prevail.

Statement of Work (title, date, revision #):   **MSSP, 9/15/2016, v2.0**

Creation Date: 9/15/2016
Expiration Date: 10/17/2016

Client Contact Information:
Chuck Murphy
Chief Information officer
City of Glendale

Sales Representative:
Mikah Perez
Terra Verde
Business Development
Mikah.perez@terraverdeservices.com
480-840-1744

Client Ship to Address:
City of Glendale
5850 W Glendale Ave
Glendale, AZ 85301
623-930-2881
cmurphy@glendaleaz.com

Client Bill to Address:
City of Glendale
5850 W Glendale Ave
Glendale, AZ 85301
623-930-2881
cmurphy@glendaleaz.com

TRUSOC MSSP SERVICES

Product Code	Product	Item	Unit Cost	Quantity	Extended MRC
TVS-PD-AiO UA	MSSP Services – USM All-in-One	Term through July 2019 (Linking agreement C-9449) 24x7x265 US-based monitoring Vulnerability Scanning Event Notification Event Analysis Asset Tracking Monthly/weekly reporting Log monitoring On-going platform tuning to latest threats File Integrity Monitoring Intrusion Detection Network Behaviour Analysis 30 Minute Notification for Critical Events	$1,700.00	1	$1,700.00
TVS-PD-RMT	MSSP Services-USM Remote Sensor	Term through July 2019 (Linking agreement C-9449) Remote Sensor	$420.00	1	$420.00
		Subtotal (MRC)			$2,120.00
		Grand Total (MRC)			$2,120.00

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Client:	**Terra Verde, LLC**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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