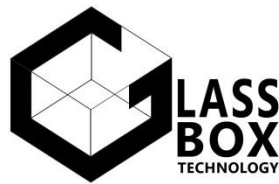


GLASS BOX TECHNOLOGY, INC.

Statement of Work for City of Fullerton

TYLER MUNIS IMPLEMENTATION PROJECT



Glass Box Technology, Inc.

5/13/2024



This Statement of Work is made this 13th day of May 2024 (“Effective Date”), by and between Glass Box Technology Inc., with its principal office located at 1902 Wright Place Suite 200, Carlsbad, CA 92008 (hereinafter referred to as “Glass Box”) and City of Fullerton, with its principal place of business at 303 West Commonwealth Avenue, Fullerton, CA 92832 (hereinafter referred to as “Fullerton”). Glass Box and Fullerton may also be referred individually as “Party” or collectively as “Parties.”

Scope of Work

Glass Box has been retained by Fullerton to provide a Senior Consultant and Business Analysts to manage and implement the Tyler Munis program for Utility Billing (UB), Cashiering, and transition payment processing vendors to Tyler Payments.

Due to various staff changes on the Tyler implementation team, data conversion and system functionality issues present, planned Tyler Technologies scope extended to the Glassbox team, and multiple pushes to the Go-Live date, the current project budget has been depleted.

Excess consumption of the existing project budget has gone toward: support for configuration and hands-on setup of UB, data conversion and parallel billing validation and analysis, meter import functionality troubleshooting, custom bill development and management, donation set up, custom reporting needs, coordination of schedule changes and budget management, as well as extended Go-Live support.

The scope and tasks below detail the remaining activities necessary to Go-Live on Utility Billing:

Scope

- Provide hands-on configuration/set up, data analysis and validation, core system functionality troubleshooting, reporting and configuration/programming through June.
- Perform all Go-Live readiness and Go-Live activities through June.
- Provide post Go-Live support through June.
- Provide all key project documentation to Fullerton post Go-Live.

Tasks



The Project Managers and Business Analyst will perform the following:

- Business Analysts to create guidelines, instructions and documentation for data conversion validation for multiple data passes through Go-Live.
- Business Analysts to support Customer through data validation, complete thorough analysis of all data conversion validation for multiple data passes and communicate necessary changes to vendor conversion programmer through Go-Live.
- Business Analysts to complete any necessary manual configuration changes from outcomes of multiple data conversion passes that are unable to be made by Vendor programming.
- Business Analysts to create custom report for shut-offs, postings, and update custom shut off route sequencer program for Meter team.
- Business Analysts to create custom water consumption reporting for Public Works team.
- Project Manager to maintain current budget documentation and coordinate all schedule changes with Vendor to communicate to project and leadership teams.
- Project Manager to create all internal and external communications for various UB modules for Go-Live.
- Project Manager and Business Analysts to assist with troubleshooting for ongoing system functionality issues, including meter import issues.
- Project Manager and Business Analysts to support UB Parallel Billing and assist with questions/training prior to Go-Live.
- Project Manager and Business Analysts to prepare and review updated UB go-live readiness / checklists and coordinate data refresh / checklist activities with Vendor.
- Go-Live:
 - Business Analysts to coordinate and provide UB data and conversion mapping for vendor conversion.
 - Project Manager and Business Analysts to support all post-go-live activities in core UB module including: any data validation/remediation, spot checks, configuration, permissions, parallel billing, and support for any questions/training needs after data is loaded to Production through Go-Live support period with Fullerton and Vendor.



- Project Manager and Business Analyst to support UB Tyler Cashiering and Tyler Payments clean-up/ remediation, core functionality, and financial reconciliation through Go-Live support period with Fullerton.
- Project Manager and Business Analyst to support Citizen Self-Service and IVR clean-up/ remediation, core functionality, and financial reconciliation through Go-Live support period with Fullerton.
- Project Manager and Business Analysts to host/attend any necessary remaining meetings through project completion.
- Project Manager to complete and turn over all closure activities and documentation. (*update all project workbook documentation, training materials, SharePoint, on-going support structure and system maintenance plan, if applicable*)

Assumptions

- Scope of work will be completed by a collaborative vendor effort managed and technically implemented by Glass Box
 - Vendor statements of work, quotes and invoices will be routed to City of Fullerton for processing via Glass Box
- Hours detailed in Cost Estimate may fluctuate between team members defined based on scope worked throughout implementation.



Project Costs

Description	Rate/Hr.	Hours	Total Cost
Senior Business Analyst	\$165.00	242	\$39,930.00
Senior Business Analyst	\$165.00	60	\$9,900.00
Application / Reports Developer	\$85.00	120.75	\$10,263.75
Senior Project Manager	\$250.00	70	\$17,500.00
Total Change Order Cost			\$77,593.75

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Note: Hours detailed above may fluctuate between team members defined based on scope worked throughout implementation.

Additional Information

- Pre-Scheduled Work is when Fullerton notifies Glass Box at least three business days in advance of date/time
- Glass Box makes no guarantee that resources will be available to respond to emergency requests. Unscheduled requests will be handled using commercially reasonable efforts only.
- Normal Business Hours (NBH) are defined as Monday through Friday 8am-5pm, except for Glass Box holidays.
- A minimum of four hours shall be charged for any work done onsite.
- A minimum of one hour shall be charged for any work done remotely.
- All work shall be billed in 30-minute increments after any minimums have been applied.
- All materials used shall be billed separately.
- Services rendered will be deducted from the posted purchase order. Any purchase order issued under this SOW shall expire within one (1) year of issuance.
- Regular statements of the balance of the agreement will be provided. When the balance has been depleted, further Services are conditioned on Fullerton’s issuance of a new purchase order under this SOW. A new agreement or change request is not required unless Glass Box pricing has changed.



Period of Supplier Performance

Commencement and Completion dates represent a proposed one-year term; actual term will be from the date of the purchase order until the expiration of the last purchase order issued hereunder. Either Party may terminate the SOW for any reason on thirty (30) days prior written notice to the other Party. Upon any such termination, Glass Box will be paid all fees and expenses which have been incurred or earned in connection with the performance of the Services through the effective date of such termination. Additionally, in the event Fullerton cancels any Services with less than one (1) week prior notice, Fullerton shall reimburse Glass Box for any non-refundable expenses incurred in preparation for such cancelled Services.

Fees and Payment

- THE PRICING IN THIS SOW IS VALID FOR 60 DAYS FROM DELIVERY TO FULLERTON.
- FULLERTON SHALL PAY, IN ACCORDANCE WITH THE RELEVANT TERMS AND CONDITIONS OF THE AGREEMENT, A FEE FOR GLASS BOX'S PERFORMANCE OF SERVICES FOR THE PROJECT.
- EXCEPT PURSUANT TO A FULLERTON REQUEST, FULLERTON WILL ONLY BE BILLED FOR SERVICES RENDERED, WITH PRIOR FULLERTON APPROVAL. UNDER NO CIRCUMSTANCES SHALL ANY PURCHASE ORDER FURNISHED BY FULLERTON BE CONSTRUED AS A MINIMUM PURCHASE COMMITMENT ON THE PART OF FULLERTON.
- PAYMENTS ARE DUE TO GLASS BOX WITHIN 30 DAYS AFTER FULLERTON'S RECEIPT OF AN INVOICE AGAINST THIS AGREEMENT.



Disclaimer

- GLASS BOX WILL NOT BE LIABLE FOR ANY FAILURE TO PERFORM THE SERVICES, TO THE EXTENT THAT THE FAILURE IS CAUSED BY FULLERTON'S LACK OF COOPERATION.
- GLASS BOX WILL NOT BE HELD RESPONSIBLE FOR DATA LOSS. BACKUPS SHOULD BE PERFORMED PRIOR TO WORK STARTING. ALL DATA IS THE RESPONSIBILITY OF FULLERTON.
- GLASS BOX WILL NOT BE HELD LIABLE FOR SOFTWARE LICENSE COMPLIANCE. SOFTWARE LICENSE COMPLIANCE IS BETWEEN FULLERTON AND THE SOFTWARE COMPANY.
- GLASS BOX WILL NOT BE HELD FOR ADDITIONAL WORK NOT LISTED IN THIS SOW. AN ADDENDUM MUST BE WRITTEN AND APPROVED BY BOTH GLASS BOX AND FULLERTON BEFORE ADDITIONAL WORK CAN BE STARTED.
- GLASS BOX WILL NOT BE HELD RESPONSIBLE FOR DELAYS OR FAILURES TO PERFORM HEREUNDER DUE TO CAUSES BEYOND ITS REASONABLE CONTROL (INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, FIRE, FLOOD, WAR, EXPLOSION, SABOTAGE, TERRORISM, EMBARGO, CIVIL COMMOTION, ACTS OR OMISSIONS OF ANY GOVERNMENT ENTITY, SUPPLIER DELAYS, COMMUNICATIONS OR POWER FAILURE, EQUIPMENT OR SOFTWARE MALFUNCTION, OR LABOR DISPUTES).
- GLASS BOX WILL NOT BE HELD RESPONSIBLE FOR DELAYS OR FAILURES TO PERFORM RELATED TO CUSTOM CONFIGURED OR SPECIALIZED HARDWARE OR SOFTWARE NEEDING MODIFICATION BY THE MANUFACTURER.
- GLASS BOX WILL NOT BE HELD RESPONSIBLE FOR DELAYS OR FAILURES TO PERFORM RELATED TO DATA CONVERSION BEING PERFORMED BY CUSTOM CONFIGURED OR SPECIALIZED SOFTWARE MANUFACTURER.
- FULLERTON REPRESENTS AND WARRANTS THAT IT HAS ALL RIGHT, TITLE AND INTEREST IN AND TO ANY DATA FURNISHED IN CONNECTION WITH THE SERVICES AND/OR THAT IT HAS OBTAINED ALL NECESSARY CONSENTS, PERMISSIONS AND RELEASES NECESSARY FOR GLASS BOX TO PERFORM ITS OBLIGATIONS UNDER THIS SOW.



SOW Acceptance

Each Party hereby acknowledges and confirms that it has read this SOW and accepts and approves the scope of work and terms and conditions. Each Party understands that should additional work be required that by its nature could not have been known or determined at the time this SOW was executed, a mutually agreeable written change-order describing the additional work and any related expenses will be required. This SOW must be signed and returned before work can begin. Please sign and return to Glass Box.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Partner: Glass Box Technology	Client: City of Fullerton
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By: _____	By: _____
Name: John O'Hara	Name: _____
Title: CTO	Title: _____
Date: _____	Date: _____