

**CITY OF FULLERTON
AMENDMENT NUMBER SEVEN TO AGREEMENT
WITH
GLASS BOX TECHNOLOGY INC.**

This AMENDMENT NUMBER SEVEN ("Amendment") to the Professional Services Agreement ("Agreement") is entered into by and between the CITY OF FULLERTON ("City"), and Glass Box Technolyg, Inc. ("Consultant").

RECITALS

- A. On July 1, 2022, the City and the Consultant entered into an Agreement ("Agreement") for the Consultant to provide Information Technology Management Services for the City of Fullerton.
- B. The City and Consultant desire to further amend the Agreement to include additional services as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree to amend the Agreement as follows:

1. Section 1.1 titled "Scope of Services" of the Agreement is hereby amended to add data migration and software integration for Fire Department management software as more specifically outlined within the scope of work attached hereto as Exhibit "A".

2. Section 6.0 titled "General Provisions" is amended to insert a new Subsection 6.27 titled "Executive Order N-6-22" as follows:

6.27 Executive Order N-6-22. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the City determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The City shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the City.

Contractor shall immediately notify City in writing upon being subjected to Economic Sanctions or upon being charged by a government agency of conducting prohibited transactions within the meaning of Executive Order N-6-22.

3. Except as set forth in this Amendment, all other provisions of the Agreement, as amended, shall remain the same and in full force and effect.
4. All terms not defined herein shall have the same meaning and use as set forth in the Agreement, as amended.


IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers.

CITY OF FULLERTON

City Manager

Date: _____

CONSULTANT – Glass Box


[john ohara \(Sep 6, 2023 18:42 PDT\)](#)

John O'hara, Co-Founder & President

Date: Sep 6, 2023

APPROVAL AS TO FORM

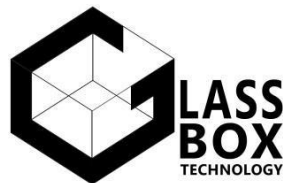
Richard D. Jones, City Attorney

EXHIBIT A

GLASS BOX TECHNOLOGY, INC.

Statement of Work for City of Fullerton

FIRE DEPARTMENT FIRST DUE IMPLEMENTATION



Glass Box Technology, Inc.

09/06/2023



858-336-7751

This Statement of Work is made this 6th day of September 2023 ("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 The City of Fullerton, with its principal place of business at 303 W. 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 The City of Fullerton Fire Department to implement the First Due application to replace the 4D application. The implementation of First Due will encompass Records Management and Inspection Management to replace the current 4D system, that is nearing obsolescence. The following elements will be part of the project:

- Integration with Okta for user Single Sign-On
- Data migration from the current 4D system
- Reporting and dashboards from First Due
- Mobile integration with user notifications
- Billing, invoicing, payments & collections processing (GL integration with Tyler)
- 80 total users, 7-8 admins will be utilizing the First Due application
- The First Due platform will consist of the following modules:
 - Occupancy Management & Pre-incident Planning
 - Inspections
 - Invoicing (pending decision)
 - Permitting
 - Incident Reporting – NFIRS
 - Personnel Management
 - Events & Activities
 - Assets & Inventory
 - Medication Tracking
 - Automated Pre-plans
 - Scheduling integration (with Telestaff)
 - CAD Integration
 - *Exposure Tracking (in beta, not production available yet)*

The Glass Box project team will perform the following:

- Serve as point of contact between Glass Box and Fullerton Fire Department
- Work with vendor to document scope, project plan, risk mitigation plan, financial plan, and communication plan
- Identify Test/Validation and Back Out Plans for implementation



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- Create Change Management Records as required
- Monitor and validate Implementation Playbooks and Support Plans for go lives
- Maintain project controls including
 - Project Schedule and completed work against the baseline
 - Budget tracking and identify budget risks
 - Create and maintain updated Issues and Risk logs
 - Create and maintain Decision Log
- Schedule and facilitate required meetings including weekly status meetings, bi-weekly stakeholder meetings, plan reviews, etc. From meetings the Project Manager will capture and distribute:
- Manage vendor performance to meet Fullerton requirements and best practice standards
- Facilitate any training planning/documentation required for users and support team
- Facilitate any communication required to the organization for solution implementation
- Identify all support documentation related to support of Fullerton's end users, facilitate the update of documentation, and identify all new procedures for presentation to the Help Desk

Assumptions

- Data migration from 4D will need to be assessed to finalize the approach
- Amount of data will need to be confirmed with First Due (archived vs accessible data), assumed to be 5 years
- Whitman Billing & payment processing to be determined (workflow to be assessed); can impact effort, Whitman cost not included
 - *If Munis, effort will be higher***
- Reporting to be finalized during the implementation phase of the project
- NFIRS data retention is assumed to be 3-5 years
- Financial application analyst (Iris) time is assumed in the estimate in the event billing & payments remains in-house
- Keeping 4D online for a period will need to be determined during the implementation



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Project Costs

Description	Total Hrs	Rate/Hr	Total Cost
Sr. IT Exec	24	\$350	\$8,400
Project Management	247	\$250	\$61,750
Analyst	59	\$165	\$9,735
Integration	10	\$250	\$2,500
Data Architecture	65	\$250	\$16,250
TOTAL PROJECT COST			\$98,635

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



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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.



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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.




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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
By:  <small>john ohara (Sep 6, 2023 18:42 PDT)</small>	By: _____
Name: John OHara	Name: _____
Title: COO	Title: _____
Date: Sep 6, 2023	Date: _____

Glass Box PSA 2022 Amendment 7- FD Management Software

Final Audit Report

2023-09-07

Created:	2023-09-07
By:	Lauren Parkhouse (lburtz@fullertonpd.org)
Status:	Signed
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-  Document created by Lauren Parkhouse (lburtz@fullertonpd.org)
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2023-09-07 - 1:11:05 AM GMT- IP address: 99.184.250.103
-  Document e-signed by john ohara (john@gboxtech.com)
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