CITY OF FULLERTON
PROFESSIONAL SERVICES AGREEMENT
WITH
GLASS BOX TECHNOLOGY, INC.

THIS AGREEMENT is made and entered into this 1st day of July 2022 ("Effective Date"), by and between the CITY OF FULLERTON, a California municipal corporation ("City"), and **Glass Box Technology, Inc.**, a California corporation ("Consultant").

WITNESSETH:

A.   City proposes to utilize the services of Consultant as an independent contractor to provide certain Information Technology Service Management, as more fully described herein.

B.   Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated.

C.   City and Consultant desire to contract for the specific services described herein, and desire to set forth their rights, duties and liabilities in connection with the services to be performed.

D.   No official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

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

1.0.   SERVICES PROVIDED BY CONSULTANT

1.1.   <u>Scope of Services</u>. Consultant shall provide the professional services described in the [Services & Fees Schedule attached hereto as Exhibit "A"] and incorporated herein by this reference.

1.2.   <u>Professional Practices</u>. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws and regulations that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3.   <u>Performance to Satisfaction of City</u>. Consultant agrees to perform all the work to the reasonable satisfaction of the City, in accordance with the applicable professional standard of care and City specifications and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a)   Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b)   Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c)   Terminate the Agreement as hereinafter set forth.

1.4.   Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable and non conflicting Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5.   Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6.   Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7.   Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8.   Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0.   COMPENSATION AND BILLING

2.1.   Compensation. Consultant shall be paid in accordance with the [fee schedule set forth in Exhibit A-B].

2.2.   Additional Services. Consultant may perform the [additional services described in Exhibit "B"] attached hereto and incorporated herein by this reference if specifically engaged to do so by City. Consultant shall not receive compensation for any services provided outside the scope of services specified in [Exhibit A-B] unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in

writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3.   Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4.   Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date of this Agreement until three (3) years after the termination date.

2.5.   W-9. Consultant must provide City with a current W-9 form prior to the commencement of work under this Agreement. It is the Consultant's responsibility to provide to the City any revised or updated W-9 form during the term of this Agreement.

3.0.   TIME OF PERFORMANCE

3.1.   Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2.   Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0.   TERM AND TERMINATION

4.1.   Term. This Agreement shall commence on the Effective Date and continue through June 30, 2023. By mutual written agreement, the term may be extended for an additional three-year period through June 30, 2026 with two one-year options to renew, unless terminated as provided herein.

4.2.   Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3.   Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be

prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4.   Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0.   INSURANCE

5.1.   Insurance Required. Consultant shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, employees or subcontractors. Consultant shall provide current evidence of the required insurance in a form acceptable to City and shall provide replacement evidence for any required insurance which expires prior to the completion, expiration, or termination of this Agreement.

Nothing in this section shall be construed as limiting in any way, the Indemnification and Hold Harmless clause contained herein in Section 6.8 or the extent to which Consultant may be held responsible for payments of damages to persons or property.

5.2.   Minimum Scope and Limits of Insurance.

A. Commercial General Liability Insurance. Consultant shall maintain commercial general liability insurance coverage in a form at least as broad as ISO Form #CG 00 01, with a limit of not less than $1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.

B. Business Automobile Liability Insurance. Consultant shall maintain business automobile liability insurance coverage in a form at least as broad as ISO Form # CA 00 01, with a limit of not less than $1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles.

C. Workers' Compensation and Employers' Liability Insurance. Consultant shall maintain workers' compensation insurance as required by the State of California and employers' liability insurance with limits of not less than $1,000,000 each accident.

D. Technology Professional Liability Errors & Omissions Insurance. Consultant shall maintain professional liability insurance appropriate to Consultant's profession with a limit of not less than $2,000,000. If policy is written as a "claims made" policy, the retro date of the policy shall be prior to the start of the contract work. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include but not be limited to claims involving infringement of intellectual property, including but not limited to

infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines, penalties and credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall include, or be endorsed to include, property damage liability coverage for damaged to, alteration of, loss of, or destruction of electronic data and/or information "property" of the CITY in the care, custody, or control of the Consultant. If not covered under the Consultant's liability policy, such "property" of the CITY may be endorsed onto the Consultant's Cyber Liability Policy as covered property.

E. Cyber Liability Insurance. Consultant shall maintain cyber liability insurance coverage with a limit of not less than $2,000,000 per claim and $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include but not be limited to claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines, penalties and credit monitoring expenses with limits sufficient to respond to these obligations.

5.3. <u>Deductibles and Self-Insured Retentions</u>. Any deductible or self-insured retention must be declared to and approved by City.

5.4. <u>Other Insurance Provisions</u>. The required insurance policies shall contain or be endorsed to contain the following provisions:

A. Commercial General Liability. City, its elected or appointed officials, officers, employees and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Consultant, including materials, parts or equipment furnished in connection with such work or operations. Such coverage as an additional insured shall not be limited to the period of time during which Consultant is conducting ongoing operations for City but rather, shall continue after the completion of such operations. The coverage shall contain no special limitations on the scope of its protection afforded to City, its officers, employees and volunteers.

B. Commercial General Liability. This insurance shall be primary insurance as respects City, its officers, employees and volunteers and shall apply separately to each insured against whom a suit is brought or a claim is made. Any insurance or self-insurance maintained by City, its officers, employees and volunteers shall be excess of this insurance and shall not contribute with it.

C. Technology Professional Liability Errors & Omissions. If the Technology Professional Liability Errors & Omissions policy or any policy required herein, is written on a "claims made" form, the Retroactive Date must be shown and must be before the date of the contract or beginning of contract work. The insurance must be maintained and evidence of insurance must be provided for at least (5) years after completion of the contract work. If the coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting coverage" for a minimum of five (5) years after completion of work.

D.   Workers' Compensation and Employers' Liability Insurance. Insurer shall waive their right of subrogation against City, its officers, employees and volunteers for work done on behalf of City. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.

E.   All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.

If Consultant maintains higher limits or has broader coverage than the minimums shown above, City requires and shall be entitled to all coverage, and to the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

F.   Subcontractors. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein and Consultant shall ensure that City is an additional insured on insurance required from subconsultants.

G.   Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

5.5   Acceptability of Insurers. All required insurance shall be placed with insurers acceptable to City with current BEST'S ratings of no less than A, Class VII. Workers' compensation insurance may be placed with the California State Compensation Insurance Fund. All insurers shall be licensed by or hold admitted status in the State of California. At the sole discretion of City, insurance provided by non-admitted or surplus carriers with a minimum BEST'S rating of no less than A- Class X may be accepted if Consultant evidences the requisite need to the sole satisfaction of City.

5.6   Verification of Coverage. Consultant shall furnish City with certificates of insurance which bear original signatures of authorized agents and which reflect insurers names and addresses, policy numbers, coverage, limits, deductibles and self-insured retentions. Additionally, Consultant shall furnish copies of all policy endorsements required herein. All certificates and endorsements must be received and approved by City before work commences. City reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements.

6.0.   GENERAL PROVISIONS

6.1.   Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2.   Representatives. The City Manager or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and

agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. <u>Project Managers</u>. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. <u>Notices</u>. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Glass Box Technology, Inc.
2855 Camino Serbal
Carlsbad, CA 92009
Attn: John O'Hara

IF TO CITY:

City of Fullerton
303 W. Commonwealth Ave.
Fullerton, CA 92832
Attn: City Manager

6.5. <u>Attorneys' Fees</u>. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. <u>Governing Law</u>. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.7. <u>Assignment</u>. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. <u>Indemnification and Hold Harmless</u>. To the fullest extent of the law, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents, and employees, at Consultant's sole expense, from and against claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents, and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the professional services undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents, and employees based upon the work performed by Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints, or suits arising out of the sole negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. <u>Independent Contractor</u>. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. <u>PERS Eligibility Indemnification</u>. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors

providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. <u>Cooperation</u>. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. <u>Ownership of Documents</u>. All findings, reports, CAD drawings, documents, information and data, including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files, audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. <u>Public Records Act Disclosure</u>. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. <u>Conflict of Interest</u>. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. <u>Responsibility for Errors</u>. Consultant shall be responsible for its work under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs,

without prejudice to any other remedy to which City may be entitled to at law or equity, Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction. In addition, Consultant shall reimburse City for any and all costs, expenses and/or damages, if any, that the City has incurred due to the aforementioned error or omission.

6.16. <u>Prohibited Employment</u>. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. <u>Order of Precedence</u>. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.18. <u>Costs</u>. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. <u>No Third Party Beneficiary Rights</u>. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. <u>Headings</u>. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. <u>Construction</u>. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. <u>Amendments</u>. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. <u>Waiver</u>. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. <u>Severability</u>. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending

provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF FULLERTON

_____   Date: _____
Eric J. Levitt, City Manager

CONSULTANT

_____   Date: _____
John O'Hara, President

__On File_____
Social Security or Taxpayer ID Number
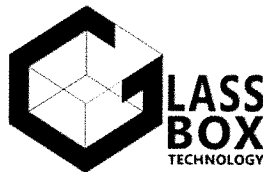
APPROVED AS TO FORM:

_____
Richard D. Jones, City Attorney

EXHIBIT A

SERVICES & FEES

Statement of Work for City of Fullerton

IT Service Management

Glass Box Technology, Inc.
6/15/2022

This Statement of Work is made this 15th day of June, 2022 ("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 Technology will provide City of Fullerton IT support and manages services listed below for a 3Year term with optional 4th and 5th years.

Services Glass Box will provide:

1. **Infrastructure Management**

Glass Box will provide Infrastructure Management services to support continuous operations of City functions. These services will be provided Monday through Friday from 7am to 5pm and on call as emergencies occur. These services are provided for the City's current facilities (See Appendix A). Around the clock services (24X7X365) are available if the City would prefer that level of service.

- o Data Center and Cloud IaaS Management and Operations
    - Support the data center facilities and work in conjunction with City to maintain the facility in a manner that will support City's servers and attached storage device requirements.
    - Supervise facilities maintenance activities related to the data center.
    - Communicate any issues to the City that relate to facility environmental systems, engineering design, and facility subcontractor performance as appropriate.
    - Provide monthly reports on network related activities, including but not limited to, service interruptions, outages, and other metrics as requested by the City.
    - Monitor and enforce the Data Center Access List provided by City.
- o Server management
    - Perform routine system maintenance, management and monthly system and/or security patching of all systems, servers, and like devices. Activities will be scheduled in coordination with other parties within the City who manage system environments that may be impacted by the changes, such as the Fullerton Police and Fire Departments, and Public Utilities SCADA group.
    - Plan and implement necessary software changes and upgrades for

operating system and enterprise applications. (See Appendix D for distinction between operations management and project work)

- Coordinate, document and track all changes using IT Service Management disciplines.
- Provide problem management and interact as necessary with third-party suppliers.
- Maintain inventory of operating system release levels, patches, hardware shipping and receiving, raised floor space requirements, equipment placement, cabling, fiber, and connectivity details in the IT Service Provider's CMDB.
- Perform operating system software tuning as required to maintain expected application performance.
- Apply preventive and corrective maintenance to all system level software (operating system and other non-application software).
- Maintain current version or minus 1 for all servers with City approval or as otherwise mutually agreed in writing.
- Implement systems to monitor systems health, capacity, performance and systems environment.
- Collect and report on performance data and trends monthly.
- Provide performance management functions and, in conjunction with the City, establish performance monitoring thresholds for major processes.
- Implement changes as necessary to optimize the effectiveness and efficiency of all platforms.
- Analyze performance statistics and make recommendations to City.
- Prepare an annual Capacity Planning Report each December to anticipate growth and ensure the continued availability of all systems.
- Confirm that the City's server environment is in compliance with the licensing, software support and assurance requirements.
- Maintain production operation, integrity and security of the server environment in accordance with vendor and manufacturer specifications.
- Evaluate, maintain, and ensure redundancies within the server environments.
- Use capacity modeling processes and tools to project the effects of new business and workload changes or when large configuration changes are performed in the environment on request of City.
- Keep maintenance records for all servers in the CMDB and ensure documentation and recoverability of server configurations.

- o Printer management
    - Provide printer definition and automated monitoring of print queues.
    - Provide problem resolution to include resetting or purging jobs as necessary.
    - Optimize print queues, standardize drivers, and naming conventions.

- Provide utilization statistics of existing print fleet and present options for reducing print costs in appropriate areas.

o Software Licensing Management
  - Provide reports on software utilization and manage renewal agreements

o Storage Management and Data Protection
  - Provide capacity management and planning processes, consisting of short term and long-term planning, forecasting resource requirements, and analyzing and reporting resource trends.
  - Use capacity modeling processes and tools to project the effects of new business and workload changes or when large configuration changes are performed in the environment on request of City.
  - Support the City's disk-to-disk (D2D) backup and recovery solution consisting of D2D hardware, virtual tape library, software and maintenance.
  - Maintain and perform backup schedules and retention periods in accordance to City retention policies.
  - Restore server files based on the restore procedures.
  - Optimize backups to ensure full server Virtual Machine Disk (VMDK) server restores in addition to file level restores.
  - Collect and report on performance data and trends.
  - Provide performance management functions and establish performance monitoring thresholds for major processes.
  - Implement changes as necessary to optimize the effectiveness and efficiency of all platforms.
  - Report appropriate performance statistics.
  - Analyze performance statistics and make recommendations to City.
  - Prepare an annual Capacity Planning Report each December to anticipate growth and ensure the continued availability of all systems.
  - Perform routine system maintenance, management and monthly system and/or security patching of all systems, servers, and like devices.
  - Confirm that the City's storage environment is in compliance with the licensing, software support and assurance requirements.
  - Maintain production operation, integrity and security of the storage environment in accordance with Vendor and Manufacturer specifications.
  - Evaluate, maintain, and ensure redundancies within the storage environments.
  - Provide problem management and interact as necessary with third-party suppliers.
  - Maintain inventory of operating system release levels, patches, hardware shipping and receiving, raised floor space requirements, equipment placement, cabling, fiber, and connectivity details in the IT Service Provider's CMDB solution.

- Perform operating system software tuning as required to maintain expected application performance.
- Apply preventive and corrective maintenance to all system level software (operating system and other non-application software).
- Maintain current version or minus 1 with City approval or as otherwise mutually agreed in writing.
- Implement systems to monitor systems health, capacity, performance and systems environment.

o Database Management
  - Provide Database Services to plan, install, and maintain the Database Management System (DBMS) operating environment to support DBMS software.
  - Install and upgrade all system level software or DBMS related application software requiring super user access.
  - Configure and test the DBMS system environment.
  - Implement the DBMS start up and shutdown processes.
  - Apply preventive and corrective maintenance to all DBMS system level software.
  - Provide an initial full database back up followed by subsequent incremental backups of the DBMS system environment once installation is complete.
  - Provide problem/incident management and interact as necessary with third-party vendors.
  - Provide system DBMS monitoring against predefined DBMS monitoring thresholds.
  - Identify, escalate, and document problems using ITIL problem management processes.
  - Monitor, verify, and escalate issues as necessary for scheduled DBMS backups and restores.
  - Perform database backup and restore services as hot backups.
  - Provide recoverability services, consisting of daily online backups with seven days retention cycle.
  - Perform database recovery and repairs.
  - Evaluate and present ways to consolidate and optimize DBMS to the City.
  - Confirm that the City's DBMS environment is in compliance with licensing, software support and assurance requirements.
  - Perform routine system maintenance, management and monthly system and/or security patching of all systems, servers, and like devices.
  - Maintain production operation, and integrity and security of DBMS environment in accordance with Vendor and Manufacturer specifications.
  - Evaluate, maintain, and ensure redundancies with DBMS environments.
  - Collect and report on performance data and trends monthly.
  - Provide performance management functions and, in conjunction with the

City, establish performance monitoring thresholds for major processes.
- Provide problem management and interact as necessary with third-party suppliers.
- Maintain inventory of operating system release levels, patches, equipment placement, cabling, fiber, and connectivity details in the IT Service Provider's CMDB solution.
- Perform operating system and DBMS software tuning as required to maintain daily operations for Vendor provided services.
- Apply preventive and corrective maintenance to DBMS software.
- Maintain current version or minus 1 with City approval or as otherwise mutually agreed in writing.
- Implement systems to monitor systems health, capacity, performance and systems environment.
- Provide performance management functions and, in conjunction with the City, establish performance monitoring thresholds for major processes.
- Implement changes as necessary to optimize the effectiveness and efficiency of DBMS platforms.
- Analyze performance statistics and make recommendations to City.
- Prepare an annual Capacity Planning Report each December to anticipate growth and ensure the continued availability of all systems.

o Managed Network Services
- Maintain all wiring, routers, firewalls, switches, wireless access points, and other equipment and its configurations and software related to the City network.
- Coordinate any performance-impacting network events and provide network management for the detection, isolation, and restoration of network faults.
- Perform configuration management for all WAN/LAN network devices consisting of moves, adds, and changes by maintaining an up-to-date Configuration Management Database (CMDB). As new hardware is updated or added to the network, the CMDB parameters are recorded and updated accordingly.
- Perform trouble isolation and coordination services for City's network unless otherwise excluded above. This includes isolation, trouble tracking and co-ordination of Vendor or City's selected vendors for break/fix services. Operate as a single-point-of-contact for City if network difficulties are experienced. Deploy resources, as necessary, to correct network faults and notify the City in hourly intervals on the status of any ongoing repairs and/or restorations.
- Set up security privileges, maintain passwords, and control who and what level access is allowed to the City's network and network devices according to the names and level of access list provided by City.
- Communicate and document changes to the systems, network, or

procedures.

- Provide reports on network availability, network utilization, system availability, system performance, system utilization, back up issues, problem/fault management, file/memory utilization, and annual file/memory/system utilization.
- Provide support for management software and agents installed on the supported devices.
- Perform alert detection, event correlation, and escalation according to the established incident management process.
- Set and revise the polling intervals and time-outs for the device according to the established change management process. Actual polling and time-outs of the device are continuous with standard polling intervals of 15 minutes or less. Polling interval configuration may vary depending on the capabilities of software and the traffic generated on City's network.
- Revise alert and threshold settings according to established change management process.
- Make recommendations to City for maintenance on supported hardware and software.
- Restore all impacted configurations and services according to parameters established in the change management process.
- Perform regular and routine installs, moves, adds, and changes (IMAC) during scheduled change windows according to the established change management process.
- Keep maintenance records for all servers and network equipment in the CMDB and ensure documentation and recoverability of network device configurations.
- Coordinate maintenance and upgrades with City business units to minimize impact to City operations.
- Ensure that only appropriately certified staff make system changes.
- Ensure network security and compliance for any regulatory mandates for any department.
- Perform routine system maintenance, firmware upgrades, management and monthly system and/or security patching of all systems, servers, and like devices.
- Provide problem management and interact as necessary with third-party suppliers.
- Maintain inventory of operating system release levels, patches, hardware shipping and receiving, raised floor space requirements, equipment placement, cabling, fiber, and connectivity details in the IT Service Provider's CMDB solution.
- Perform operation system software tuning as required to maintain daily operations for Vendor provided services.
- Apply preventive and corrective maintenance to all system level software (operating system and other non-application software).

- Perform network equipment firmware upgrades and enhancements on a twice per year or on an as-needed basis to maintain security or enhance service capabilities.
- Implement systems to monitor systems health, capacity, performance and systems environment.
- Collect and report on performance data and trends monthly.
- Provide performance management functions and, in conjunction with the City, establish performance monitoring thresholds for major processes.
- Implement changes as necessary to optimize the effectiveness and efficiency of all platforms.
- Analyze performance statistics and make recommendations to City.
- Prepare an annual Capacity Planning Report each December to anticipate growth and ensure the continued availability of all systems.
- Confirm that the City's network environment is in compliance with the licensing, software support and assurance requirements.
- Maintain production operation, and integrity and security of the network environment in accordance with Vendor and Manufacturer specifications.
- Evaluate, maintain, and ensure redundancies with network environments.

- Network Monitoring
  - Provide the operational support processes and procedures required for monitoring the in-scope network devices 24/7/365.
  - Monitor network performance, capacity, and identify potential limitations before traffic on the network increases to the point that it affects system performance.
  - Monitor hardware and system software status, process status, and environmental controls and take necessary action based on detected problems or issues as provided in this RFP.
  - Provide the operational support processes and procedures required for monitoring the in-scope network devices.
  - Utilize tools to determine all server, network (WAN/LAN/wireless), and storage up/down status.
  - Monitor device status and respond to alerts for detected problems.
  - Identify, escalate, and document problems using the established problem management process. Manage faults and configurations (including escalating hardware related malfunctions to the hardware supplier for resolution as provided in the vendor maintenance contract).
  - Monitor, verify, and escalate issues as necessary for backups and restores.
  - Periodically poll in-scope network devices to determine network accessibility.
  - Escalate hardware-related malfunctions to the hardware supplier, for resolution as defined in the vendor maintenance contract.
  - Perform alert detection, event correlation, and escalation according to the established problem management process.

- Revise alert and threshold settings according to established change management process.
- Set or revise the polling intervals and time-outs for the device according to the established change management process.
- Collect and report on performance data and trends.
- Provide performance management functions and establish performance monitoring thresholds for major processes.
- Implement changes as necessary to optimize the effectiveness and efficiency of all platforms.
- Report appropriate performance statistics monthly.
- Analyze performance statistics and make recommendations to City.
- Prepare an annual Capacity Planning Report each December to anticipate growth and ensure the continued availability of all systems.

o Managed Wireless Services
- Monitor City's wireless networks.
- Coordinate any performance impacting network events and provide proactive network management for the detection, isolation, and restoration of network faults.
- Perform configuration management for all the wireless network devices including IMACs by maintaining online archived configuration databases. As new hardware is updated or added to the network, the IT Service Provider shall record the changes or additions with the device configuration parameters in the configuration databases.
- Perform network equipment firmware upgrades and enhancements on a twice per year or on an as-needed basis to maintain security or enhance service capabilities.
- Maintain secure configurations of all network devices. Routinely back up configurations for restoration in the event of a failure.
- Perform trouble isolation and coordination services for City's network. This includes isolation, trouble tracking and coordination of vendors or City's selected subcontractor for break/fix services.
- Dispatch on-site technicians to resolve problems as required.
- Set up security privileges, maintain passwords, and control who and what level access is allowed to the City's network and network devices. City is permitted "view" or "read" access only. Such definitions will be set up using device-specific security.
- Provide support for management software and agents installed on the supported devices.
- Perform alert detection, event correlation, and escalation (monitoring only) according to the established problem management process.
- Add or delete monitored devices from the management console according to the established change management process.
- Set and revise the polling intervals and time-outs for the device according

to the established change management process. Actual polling and time-outs of the device are continuous, and standard polling interval is 15 minutes. Polling interval configuration may vary depending on the capabilities of the SNMP software and the traffic generated on the network.

- Revise alert and threshold settings according to established change management process.
- Make recommendations to City for maintenance on supported hardware and software.
- Collect and report on performance data and trends monthly.
- Provide performance management functions and establish performance monitoring thresholds for major processes.
- Implement changes as necessary to optimize the effectiveness and efficiency of all platforms.
- Report appropriate performance statistics.
- Analyze performance statistics and make recommendations to City.
- Prepare an annual Capacity Planning Report each December to anticipate growth and ensure the continued availability of all systems.
- Confirm that the City's wireless environment is in compliance with the licensing, software support and assurance requirements.
- Maintain production operation, integrity and security of the wireless environment in accordance with vendor and manufacturer specifications.
- Evaluate, maintain, and ensure redundancies within the wireless environments.
- Use capacity modeling processes and tools to project the effects of new business and workload changes or when large configuration changes are performed in the environment on request of City.
- Keep maintenance records for all wireless components in the CMDB and ensure documentation and recoverability of wireless configurations.

o Managed Internet and Intranet Access
- Provide network, hardware and software support for City's Internet and Intranet access to meet City's requirements.
- Provide network design, redundancies and implementation services. Network design defines the network architecture and associated details required to meet City's data communications requirements or needs.
- Restore all impacted configurations according to the Incident or Problem Management Process.
- Perform regular and routine installs, moves, adds, and changes (IMAC) during scheduled change windows according to the established change management process.
- Ensure supported devices have the proper protocols enabled for effective monitoring and reporting.
- Add or delete monitored devices from the management console according

to the established problem or change management process.

- Revise alert and threshold settings according to established change management process.
- Make recommendations to City for maintenance on supported hardware and software.
- Collect and report on performance and security data and trends monthly.
- Provide performance management functions and establish performance monitoring thresholds for major processes.
- Implement changes as necessary to optimize the security, effectiveness, and efficiency of all platforms.
- Analyze performance statistics and make recommendations to City.
- Prepare an annual Capacity Planning Report each December to anticipate growth and ensure the continued availability of all systems.
- Confirm that the City's Internet environment is in compliance with the licensing, software support and assurance requirements.
- Maintain production operation, integrity and security of the Internet perimeter environment in accordance with Vendor and Manufacturer specifications.
- Evaluate, maintain, and ensure redundancies within the Internet perimeter environments.
- Use capacity modeling processes and tools to project the effects of new business and workload changes or when large configuration changes are performed in the environment on request of City.
- Keep maintenance records for all wireless components in the CMDB and ensure documentation and recoverability of Internet perimeter equipment configurations.

- o Innovation and Strategic Planning
    - Maintain a forward-thinking perspective that seeks out emerging technologies and evaluates its ability to assist the City in delivering improved services to internal and external stakeholders.
    - Identify and communicate opportunities to enhance efficiency and decrease operational costs for City programs.
    - Develop pilot programs to introduce new technologies to the City's technological environment.
    - Evaluate impacts of new technology on the City's existing environment.
    - Maintain an innovation road map that provides a snapshot of areas for improvement and promising new developments in technology.
    - Develop reports and provide regular innovation updates to a core innovation team as well as larger stakeholder groups as required.
    - Provide regular communications and participate in joint planning as requested by City to integrate City's and IT Service Provider's current and future plans that will directly affect current and future support of City.

2. Cyber Security Operations Management and Regulatory Compliance

Glass Box will provide security operations management to the City, including management of firewalls, identity services, antivirus, DLP, anti-ransomware software, vulnerability management, and 3rd party risk monitoring.

- Support City standard security policies such as password aging, login verification, and control over privileged users.
- Provide operational support for firewalls across the entire infrastructure environment and manage IDS/IPS and other advanced threat management applications.
- Provide operational support for the City's Okta, Azure Active Directory, and Active Directory environments.
- Maintain and monitor the City's Data Loss Prevention (DLP) rules and violations.
- Maintain and monitor the City's Cisco Umbrella anti-ransomware and DNS Security platform. Will recommend blocking high risk cloud-based applications from use by the City's employees.
- Maintain and monitor the City's Internet content blocking platform.
- Work with City's Security Operations Center (SOC) vendor to provide visibility to alert detection, event correlation, and escalation (monitoring only) according to the established security management process.
- Use City standard processes and activities needed to create, modify, and delete system logon IDs. These processes also provide a way to receive and respond to user problems in the area of sign-on difficulties, password resets, and logon/login/sign-on assistance.
- Provide assistance to other parties, as appropriate, in the investigation and resolution of information-protection incidents.
- Use City processes to secure resources (files or system access) according to authorized submitter specifications. These processes also provide a way to receive and respond to user problems in the area of file access difficulties and other security violations.
- Maintain the security of City's systems and confidentiality of files and data in accordance with City's standard security policies.
- Implement proactive vulnerability assessment security scanning and deliver actionable security intelligence monthly.
- Manage the reduction of vulnerabilities across teams by monitoring patching and configuration changes that improve security.
- Provide operational support processes and procedures required for installing, maintaining, monitoring, and responding to virus and malware alerts for all in scope servers, workstations, and mobile devices.
- Identify, escalate, and document problems using established problem management and change management processes.
- Cooperate with a third-party consultants in the execution of quarterly and annual security tests that include audits and vulnerability scans.
- Take actions to remediate issues exposed in the audit process to ensure

the City maintains a secure environment.
- Review new applications proposed by the City to identify inherent security risks associated with the application architecture and/or functionality and providing safeguard recommendations to the City.
- Advise and provide safeguard recommendations to comply with industry standards in areas of security or the City's regulatory requirements, such as the protection of Personally Identifiable Information (PII) data, credit card information (PCI), and CLETS/CJIS data.
- Using the City's existing software, hardware, and other platforms, endeavor to follow the NIST Cyber Security Framework for IT operations.
- Implement and maintain secure configurations for networks, servers, and other devices where required by compliance frameworks (e.g., PCI).
- Provide technical reviews, security planning, analyze industry trends and overall effectiveness of security programs.
- Provide monthly briefings and informational sessions promoting security awareness to City employees.
- Provide monthly reports on security related activities, including but not limited to, intrusion attempts, malware blocked, vulnerabilities, and other metrics as requested by the City.
- Deliver monthly security awareness email messages and online content to employees to raise security awareness.
- Perform social engineering exercises monthly as part of security awareness efforts. Document results that can be shared with managers to help employees recognize areas where there is a need to improve security.

3. **Application Management**

Glass Box will provide Application Management services that include evaluating, recommending, procurement support, designing, coding, testing, implementing, installing, upgrading, maintaining, and managing the City's current applications (see Appendix C).
   - Application Maintenance
     - Corrective maintenance to correct faults, defects, or omissions.
     - Corrupted data repair.
     - Work request management and tracking.
     - Third Party packaged software release and implementation.
     - Software Configuration Management.
     - Monitor file transfer jobs between applications.
     - Support day-to-day application processes.
     - Troubleshoot, manage, and submit hardware/software issues to appropriate vendors.
     - Develop small application solutions to support and enhance City operations.
     - Maintain Development and Test environments for City applications as needed.
     - Provide on call support for critical applications and maintain established

service levels for all applications.

- Maintain production operation, and integrity and security of application environments in accordance with Vendor and Manufacturer specifications.
- Track and manage application licenses in compliance with City policies.
- Provide monthly reports on license compliance and issue tracking along with annual audits and capacity planning reports each December.

○ Application Enhancements (see criteria for which enhancements are included in the contract in Appendix D)
- Create detailed requirement specifications, including security requirements, for custom program enhancement.
- Perform application configuration changes.
- Create business design.
- Create technical specification design.
- Create application security specification design.
- Create or update technical and end user documentation.
- Estimate, plan, design and develop custom code sections.
- Analyze impacts enhancements will have on business processes.
- Perform unit, security, integration, and user acceptance testing.
- Perform application change management activities.
- Maintain documentation.
- Manage software changes.

○ Application Support Services
- Document supported desktop system configurations and inventory of software.
- Provide trained and knowledgeable staff to support City's in-scope application requests.
- Work in conjunction with City to establish and maintain a knowledge base system.
- Assist with the implementation of third-party package implementations.
- Participate in review and assessment of proposed software solutions.
- Conduct needs analysis meetings with users to understand and document business requirements.
- Develop systems and applications architectures in support of City's products and services.
- Support City's information and technical architecture initiatives through memberships in the corresponding internal groups, as appropriate.
- Participate in the development and evaluation of proposed strategies and standards to coordinate information and technical architecture across the business areas.
- Ensure availability of systems within scheduled hours of operations to support business functions.
- Provide monthly reports on license compliance and issue tracking along

with annual audits and capacity planning reports each December.
- Collect and report on performance data and trends monthly.
- Provide performance management functions and, in conjunction with the City, establish performance monitoring thresholds for major processes.
- Implement changes as necessary to optimize the effectiveness and efficiency of all platforms.
- Analyze performance statistics and make recommendations to City.
- Prepare an annual Capacity Planning Report each December to anticipate growth and ensure the continued availability of all systems.

- Website Maintenance
  - Work with Granicus to integrate City's internet sites using the Granicus CMS.
  - Monitor websites and take corrective action for intrusion, vulnerabilities, bad links, health checks, etc. using IT Service Provider supplied tools.
  - Monitor websites and take corrective action to maintain regulatory compliance for government laws such as Section 508 of the Federal Rehabilitation Act requiring adherence to Web Content Accessibility Guidelines (WCAG) 2.x.
  - Update websites for menu modifications and navigation links.
  - Maintain landing page to promote City's programs.
  - Maintain and update photo and video gallery.
  - Create and maintain online forms.
  - Work on web requests as submitted by various departments.
  - Modify templates for new features.
  - Create and maintain user accounts for departmental liaisons.
  - Maintain development and staging environments. Analyze impacts enhancements will have on business processes. Perform unit, security, integration and user acceptance testing.
  - Perform application change management activities.
  - Maintain documentation.
  - Use capacity modeling processes and tools to project the effects of new business and workload changes or when large configuration changes are performed in the environment on request of City.

- System Upgrades
  - Notify City of system and base software upgrades and patches using the change management process.
  - Apply preventive and corrective maintenance to all system software.
  - Perform installation and upgrade for system software and required third-party tools.
  - Maintain current version or minus 1 version with City approval or as otherwise mutually agreed upon.
  - Assess compatibility of planned operating system upgrades and patches to

existing applications; identify and coordinate required actions to ensure continued operability of applications.

- o Innovation and Strategic Planning
    - ▪ Maintain a forward-thinking perspective that seeks out emerging technologies and evaluates its ability to assist the City in delivering improved services to internal and external stakeholders.
    - ▪ Identify and communicate opportunities to enhance efficiency and decrease operational costs for City programs.
    - ▪ Develop pilot programs to introduce new technologies to the City's technological environment.
    - ▪ Evaluate impacts of new technology on the City's existing environment.
    - ▪ Maintain an innovation road map that provides a snapshot of areas for improvement and promising new developments in technology.
    - ▪ Develop reports and provide regular innovation updates to a core innovation team as well as larger stakeholder groups as required.
    - ▪ Provide regular communications and participate in joint planning as requested by City to integrate City's and Vendors current and future plans that will directly affect current and future support of City.

4. Workplace Solution Support

Managed Work Environment includes help desk services, desktop support (support services, onsite systems support, and installs, moves, adds, and changes (IMAC)), break fix services (on-site hardware support and on-site software support), and asset management services (City owned assets, asset management, inventory services, full discovery inventory, procurement management, hardware services, and software services).

- o Help Desk Services
    - ▪ Provide help desk services Monday through Friday, from 7:00am to 5:00pm, with on-call person supporting after hours, on weekdays/weekends, and holidays.
    - ▪ Facilitate the receipt and processing of valid service requests.
    - ▪ Diagnose the problem, and when possible, implement corrective actions to resolve the problem. If resolution is not possible, dispatch to the correct support team.
    - ▪ Establish procedures for problem management to identify and resolve chronic problems.
    - ▪ Accept and respond to City authorized submitters, trouble requests that relate to City of Fullerton issued computer/IT devices.
    - ▪ Redirect any requests from non-authorized submitters to City of Fullerton City IT team.
    - ▪ Complete emergency administrative requests as directed and approved by City IT Management team.
    - ▪ Perform password resets for active directory and key business applications.

- Maintain a central database that contains pertinent information on users such as username, extension location, department, and equipment tag number.
- Document desktop system configuration, network configuration, and inventory of software to be supported.
- Log, track, resolve, dispatch, and reroute calls through to resolution approved procedures/ticketing system.
- Update and maintain a fully functioning ticketing management system.
- Properly document detailed notes on the status and resolution of issues.
- Initiate the change process to apply a resolution to a problem if required.
- Track First Call Resolution (FCR), speed to answer, and additional Help Desk SLA metrics.

o On-Site Systems Support
- Perform on-site systems support for all city hardware devices.
- In accordance with Security Management Plan, protect the confidentiality and integrity of City's information that might become known through the performance of support activities.
- Coordinate required service delivery with City so that there is minimal disruption of ongoing production operations at City location.
- Be primary point of contact for end-to-end management of issue, including coordination with third party vendors.
- Diagnose and resolve software problems and conflicts.
- Resolve network connectivity issues consisting of login, file access, and printing.
- Configure and test email services.
- After resolution of problem, test for full functionality, connectivity, and access to servers and printers.
- Backup and restore user data on desktops and laptops before repairs, to the greatest extent possible.
- Conduct ongoing analysis of equipment maintenance and call history to track service trends.
- Collect and report on performance data and trends monthly.

o Install, Move, Add, Change (IMAC)
- Coordinate with the user the date and time of arrival for IMAC services.
- Unpack, assemble, and install; test system connectivity, functionality, and operability, and provide high-level orientation to users.
- Move and reinstall user data files in accordance with IMAC policy.
- De-install old equipment if designated by City.
- Update the asset management system.
- Inform users of service activities performed.
- Disconnect a system at one location, reconnect it at another location, and test connectivity and proper operation, or move disconnected system to a

specified storage area.

- Reconfigure moved system, for example, IP address, subnet mask, proxy settings, server name/address, and default gateway address, map standard drive configurations, load network printer drivers, and map network printers.
- Test hardware and software configuration, connections to standard mapped drives, and print a test page to a local network printer, if applicable.
- At completion of IMAC, provide brief overview/training on new or modified hardware and software.
- Conduct asset validation, consisting of user profile updates, device asset tag check, and model and serial number check.
- Maintain process for disposal of equipment and/or return of leased equipment.
- Coordinate with other technical support groups (Applications, Server, Network teams) for IMAC activities.
- Confirm that user data is backed up before proceeding with IMAC, to the greatest extent possible.
- Ensure device is fully operation for user.
- Collect and report on performance data and trends monthly.

- Workplace Services Management
    - Monitor operational functions to meet defined service levels. See Appendix F for SLAs.
    - All system support and professional services personnel will be readily available on site. Provide primary and backup contacts to City. These individuals will be Vendor communication contact points for City and will work in conjunction with City to understand requirements on an ongoing basis, communicate environmental status, and escalate, as necessary, problems or issues requiring attention.
    - Collect and report on performance data and trends monthly.
    - Provide performance management functions and establish performance monitoring thresholds for major processes.
    - Implement changes as necessary to optimize the effectiveness and efficiency of all service areas.
    - Report appropriate performance statistics.
    - Analyze performance statistics and make recommendations to City.

- End User IT Training Program
    - Glass Box will coordinate training courses available for City employees and new hires on the use of standard enterprise applications, such as Outlook and the Microsoft Office Suite. Glass Box may deliver training through existing resources or through contracting out with prior approval of the City.

- o Asset Management Services
  - Update and maintain a fully functioning asset tracking system.
  - Update the asset tracking system with the correct logistics and warranty information.
  - Track and maintain an inventory of all hardware and software including any additions or deletions that occur. Tag hardware assets.
  - Perform regular audits and reconciliation to maintain accuracy of the central asset repository.
  - Maintain management responsibility for loaner units and spare equipment used as a temporary replacement while corrective maintenance service is performed.
  - Maintain security policy for City assets at all times.
  - Process equipment shipping and delivery requirements, relocation and disposal of retired equipment, and or return of leased equipment.
  - Maintain a comprehensive inventory including descriptions and characteristics of all City-issued hardware.
  - Maintain inventory and licensing information of all installed software.
  - Retain a copy of all equipment and maintenance contracts and equipment orders (invoicing, payment statuses and requisitions) when procuring hardware and software assets as required by City.
  - Prepare bids for hardware procurement to request a cost quote from the suppliers that best meet the defined requirements.
  - Upon request, review competitive analysis information with City to recommend supplier award.
  - Provide a complete inventory report of all PCs and printers by department by department, annually, before the start of each fiscal year.
  - Annually, examine current hardware standard against new industry products.
  - Recommend, present for approval, and document incoming standard.

- o Mobile Device Management Services
  - Maintain the Network Access Control (NAC) software (Cisco ISE) and MDM platform (MaaS360).
  - Configure implement software solution on the existing NAC hardware platform.
  - Connect and maintain integration with Exchange Online.
  - Implement policy agreed to by City based on vendor recommendations.
  - Conduct performance monitoring.
  - Provide configuration and troubleshooting services for end user mobile devices.
  - Assist the City to create a comprehensive mobile device policy addressing device management, security, compliance and governance.
  - Monitor and report security events

- Maintain licensing compliance
- Collect and report on performance data and trends monthly.
- Manage mobile device encryption services
- Support the use of mandatory two-factor authentication across mobile devices

- ○ Unified Communication System – Telephone network, VoIP Services, and IVR
  - ▪ Collaboration Application Layer
    - Call management includes the monitoring, management and support of the application to confirm that end users can make phone calls across their converged infrastructures.
    - Voicemail management includes the monitoring, management, and support of the voicemail application to confirm that end users can send and receive voicemail messages.
    - Call center management includes the monitoring, manage, and support of the server and agent applications to confirm customer care calls are delivered to agents and supervisors.
    - E911 management includes the monitoring, manage, and support of the application to confirm emergency calls are routed as configured in the application1.
    - IM & Presence includes the monitoring, manage, and support of the application to confirm users can communicate via chat as well as see presence status.
  - ▪ Hypervisor Layer
    - Includes monitoring, management, and support of virtual machines to verify performance and availability of the servers' OS and applications. Please see Glass Box Compute SDD for further details related to Hypervisor support.

  - ▪ Physical Server Layer
    - Includes monitoring, management, and support of servers and virtual hosts to verify performance and availability of the physical layer. Please see Glass Box Compute Technology SDD for further details related to support.
  - ▪ Network
    - Includes monitoring, management, and support of collaboration gateways, circuits, switching, and routing to confirm availability of inbound and outbound calling. Please see Glass Box Network Technology SDD for further details related to support.

Typical Activities	
Add/Remove a Phone	Change Skill Group Assignment for an Agent
Add or Change a User in Directory	Enable/Disable a Voicemail Box
Add/Remove a Voicemail Box	Disable Video for a Phone

Add/Remove Agents to Agent Teams	Add/Remove Supervisor to Agent teams
Add/Remove an Agent	Enable Extension Mobility for a User
Add/Remove an Agent to a Skill Group	Enable Video for a Phone
Change Call Forwarding on a Line	Add/Remove TELCO Line
Change Partitions and Calling Search Space on a Phone	Add/Remove Calling Search Space
Change Phone Template	Enable/Disable Services
Change the Call Forward Timer on a Line	Remove an Existing Script
Change the Display Name	Password Recovery & Reset User Password
Change the Extension Mobility Profile for a User	Reset Voicemail Password
Change the Line Number	Add Agent Desk Settings
Change # of Simultaneous Calls on a Line	Delete an Existing Trunk
Change the Trunk Properties	Disable Music on Hold Resources
Add/Remove a Device	Disable Network Time Protocol
Add/Remove a Partition	Enable/Disable Transcoding Resources
Add a New Trunk	Enable Music on Hold Resources
Add Agent Teams	Enable Network Time Protocol
Add Skill Groups	Enable/Disable Conference Resources
Apply Contact Center Patches	Minor Call Routing Changes
Change Call Manager Service Parameters	Modify Agent Desk Settings
Change Network Time Protocol Settings	Remove Music on Hold Server
Change System Parameters	Change Username/Passwords
Enabling Default Cisco Finesse Gadgets	Change Media Resources
Minor CER changes	Minor CER ERL/Notification Changes and Updates
Video: Registration Changes	Video: Phone Book Changes
Video: Default Setting Changes	Video: Codec Swaps
Video: Regex Changes	Video: Expressway New Configuration/Zone Creation
Control Hub: Add/Update/Delete Workspace Devices	Control Hub: Associate Workspace devices to users

Typical Projects	
Add a New Gateway	Configure Automated Attendant
Add a New Script	Config Call Handler
Add CUCM Server to Cluster	Convert TDM to SIP Trunking
Add Media Resources	Multivendor Integration
Add Music on Hold Server	Enable Redundancy Between Devices
Add Routing Protocol	Implement / Optimize QoS
Add Site/Location4	New or Major Script Changes

Add VLAN (Campus)	Major Call Routing Changes4
Auto Attendant/Greeting Changes	Migrate Gateway Protocol
Request that Requires Multiple Entities to Accomplish	Integration of Legacy PBXs
Hostname Changes	Documenting Call Routing, Scripting, and System Information
Custom Reports	Major Dial Plan Changes
Desktop and Supervisor Gadget Customization	Adding a new SIP provider
Migration of Video Infrastructure & Endpoints to New Primary Gatekeeper Clusters	Major Release Software Upgrades
Design & Consultative Support	Engagement & Disengagement of Encryption
Installation of Localization Files	Video Conferencing Scheduling Support
End User Live Helpdesk Support	Video Room Service & Assessment
Video and/or Voice Quality Assessment	VIP Event Support
Control Hub: Bulk User Add	Control Hub: Bulk Device Add/Update/Delete
Control Hub: Active Directory Sync and Troubleshooting	Control Hub: Hybrid Cloud Services Integrations
Control Hub: Bulk Workspace Add/Update/Delete	

- o Innovation and Strategic Planning
  - Maintain a forward-thinking perspective that seeks out emerging technologies and evaluates its ability to assist the City in delivering improved services to internal and external stakeholders.
  - Identify and communicate opportunities to enhance efficiency and decrease operational costs for City programs.
  - Develop pilot programs to introduce new technologies to the City's technological environment.
  - Evaluate impacts of new technology on the City's existing environment.
  - Maintain an innovation road map that provides a snapshot of areas for improvement and promising new developments in technology.
  - Develop reports and provide regular innovation updates to a core innovation team as well as larger stakeholder groups as required.
  - Provide regular communications and participate in joint planning as requested by City to integrate City's and Vendors current and future plans that will directly affect current and future support of City.

Caveats and Considerations

- Glass Box will have the ability to propose and transact hardware, subscriptions, support for IT related projects for City of Fullerton. Glass Box can utilize purchasing vehicles such as GSA, CMAS, NASPO and ERATE if they provide pricing advantages on behalf of City of Fullerton.

E911

- New customers must be in full compliance with local and national E911 law and regulations. If assistance is needed in getting a system into compliance and/or E911 test plans, Glass Box Professional Services can assist via a separate Glass Box Statement of Work (SOW).
- Existing customers agree to maintain compliance and notify Glass Box of any major changes made by the customer that may impact E911 services. If existing Customer is not currently in compliance, it is the Customer's responsibility to get their system into compliance. If assistance is needed in getting a system into compliance and/or E911 test plans, Glass Box Professional Services can assist via a separate Glass Box Statement of Work (SOW).

Reporting Capabilities

- Call Detail Reports (CDR) are not provided with this service, outside of the reports needed to troubleshoot calling issues. Glass Box will troubleshoot the CAR application functionality, but report generation is not included.
- Advanced Call Accounting Reporting (Ex: for Charge Back purposes) is not included with this service.

Upgrades

- Collaboration upgrades, whether ".x" or major version releases, that span multiple technologies will require a Glass Box professional services engagement and a separate Glass Box Statement of Work (SOW).
- Glass Box will advise Customer on the level of effort that will be required with a Collaboration upgrade prior to any work proceeding or separate Statement of Work being created.

5. Excluded Services
   o **Business Continuity and Disaster Recovery Planning**

The City does not have an existing IT disaster recovery plan or disaster recovery center for when its data center experiences an outage. As new systems are procured or moved to AWS, Glass Box will inquire of the City's wishes for redundancy and or the ability to perform disaster recovery. If the City wishes to have a formal disaster recovery plan with quarterly or semi-annual exercises, this can be created as an additional service.

o **24X7 Security Operations Center (SOC) Monitoring**

This service is provided by another vendor. Glass Box will work with that vendor to respond to security events.

o **Data Center Facility Management (sprinklers, power protection, cooling, etc.)**

This work is performed by the City's Public Works department.

o **SCADA or Traffic System Management**

This service is performed by another vendor. Glass Box will work with the vendor to coordinate network or firewall changes as necessary to protect that infrastructure.

o **New cabling infrastructure or replacing aging cabling**

This work will be provided by outside vendors as required for building remodel or maintenance.

6. This SOW encompasses the continuation of the projects defined below. Billing will remain separate between the below PO numbers and the IT Service Management project.

- C000104 & C000188: ONES Upgrade Phase I
- C000118: Public Works Network Upgrade
- C000120: Energov migration to AWS
- C000131: CCTV Upgrade
- C000155: ARPA- HOPE Center Network
- C000154: ARPA- FCC Network
- C000153: ARPA- CH Network
- C000156: ARPA- Windows Upgrade/ Dell Lease
- C000193: Tennis Center Network
- C000196: Hunt Library Network
- C000204: Energov Upgrade
- C000208: PCI Compliance
- R0023945 (PO# processing): ARPA- EOC/SCADA

Appendix A – Facilities and Data Center Listing
Data Center locations indicated with an asterisk (*)

Building Description	Address
*City Hall	303 W Commonwealth Ave, Fullerton, CA 92832
*Fullerton Police Department	237 W Commonwealth Ave, Fullerton, CA 92832
*Main Library	353 W Commonwealth Ave, Fullerton, CA 92832
Fullerton Community Center	340 W Commonwealth Ave, Fullerton, CA 92832
Public works	1580 W Commonwealth Ave, Fullerton, CA 92833
Fire station 1	312 E Commonwealth Ave, Fullerton, CA 92832
Fire station 2	1732 W Valencia Dr, Fullerton, CA 92833
Fire station 3	700 S Acacia Ave, Fullerton, CA 92831
Fire station 4	3251 N Harbor Blvd, Fullerton, CA 92835
Fire station 5	2555 Yorba Linda Blvd, Fullerton, CA 92831
Fire station 6	2691 Rosecrans Ave, Fullerton, CA 92833
Fullerton airport (excludes new terminal - AFI)	4011 W Commonwealth Ave, Fullerton, CA 92833
Maple Center	701 S Lemon St, Fullerton, CA 92832
Acacia Water Tower	2011 N Acacia Ave Fullerton, CA 92831 United States
Tennis Center	110 E Valencia Mesa Dr, Fullerton, CA 92835
Hope Center	2050 Youth way, Fullerton CA, 92835
Independence Park	801 W Valencia Dr Fullerton, CA 92832
Orangethorpe Park	1414 S Brookhurst Rd Fullerton, CA 92833

Appendix B – Overview of Existing Systems and Assets

<u>AWS</u>
Commercial Cloud US West 2 – Oregon
Gov Cloud US West
Disaster Recovery Region – US East 2 – Ohio

- Commercial Cloud
    - EC2 Instances – 27
    - S3 – 48TB
    - Glacier Archives – 134TB
    - Load balancers – 1
    - Firewalls – 1
    - VPCs – 3
    - Subnets – 12
    - Internet Gateways – 3
    - NAT Gateways – 1

- Gov Cloud
    - EC2 Instances – 0
    - S3 – 20TB
    - Glacier Archives – 98TB

<u>Servers – On Premises</u>
- Windows – 162
    - Virtual machines: 142
    - Physical hosts: 20
- Linux/Unix – 43

<u>Storage Arrays</u>
- 3 SANS with 4 SAN Fiber Channel switches
    - City Hall: 190TB
    - PD: 73TB
    - Virtual Disk Target:
- 4 NAS
    - City Hall: 72TB
    - PD: 50TB
- Egnyte Cloud – 30TB

<u>Networks</u>
- Switches – 75 (Cisco Catalyst and Cisco Meraki MS series)
- Routers – 20   (Cisco ISR and Cisco Meraki MS L3 series)
- Firewalls – 10 (Cisco Meraki MX and Cisco FirePower series)

- VPNs – 2 (Cisco FirePower series)
- Network Access Control (NAC) – 2 (Cisco ISE)
- Wireless Access Points – 100 (Cisco Meraki – various models)
- Wireless Controllers – 2 (Cisco Meraki Cloud Controller)

End User Computing
- Windows 10 – 600
- Office 365 Software Suite
- BitLocker Disk Encryption
- Mobile Devices – 367
  - Mobile Device Management – IBM MaaS 360
- KACE – Ticketing and Asset Management
- Video Conferencing – Microsoft Teams, Zoom Meetings, and Zoom Webinar
- Collaboration Software – Office 365 (all end users)

Security Systems
- Cisco Umbrella DNS – 6 virtual appliances on site
  - Roaming Clients – 631
  - Mobile Devices/Cisco Security Connector – 260
- Tenable.IO – 1000 devices and/or web servers scanned 2X weekly
- Microsoft Defender ATP Threat Intel AntiVirus – updated every 6 hours
- SCCM with Manage Engine for 3rd party patching
- Okta Identity and Access Manager
  - Single Sign-On
  - Universal Directory
  - Authentication
  - User Management
  - Advanced Multi-factor Authentication
  - Lifecycle Management
  - 750 Users
  - 150 Applications
- IBM Aspera Cloud – secure data transfer
- KnowBe4 – Security Awareness Training Platform
- Office 365 Security and Compliance Center
  - Data Loss Prevention
  - Anti-Spam
  - Anti-Malware
  - DKIM
  - Email Retention
  - eDiscovery

Appendix C – Supported Software

Software Name	Modules in use	Version	Dept	# of users
ONES	Human Resources Payroll Fixed Assets Accounts Receivable Cash Receipts Accounts Payable Bank Reconciliation General Ledger Person Entity Purchasing Budget Item Detail Encumbrances Position Budgeting Nucleus Recurring Calculations System Level	Current ONES v16.4 Future: ONES v20.1 HF12	Finance Human Resources Payroll Accounting Accounts Payable Accounts Receivable Purchasing / Procurement Budget	570
Office 365		G3 GCC		800
Adobe	Acrobat	DC Version	All	
Adobe	Photoshop	2022	PD	2
EnerGov	Code Enforcement Planning/Zoning	v 2019.1.4.22	Community Development	50
Okta		Cloud Version	All	754
Versaterm	CAD	7.5.687, 7.5.1257	PD - Dispatch - Sergeants - WC - Admin	5
Versaterm	RMS	8.1	PD	216
Versaterm	MRE	7.5.1082.1	PD	216
Versaterm	MDT	7.6.3.304	PD - Patrol	

ELETE	ELETE	3.0.2.7	PD - Investigation - Liason - High Tech - Records - SIU	180
Crossroads	Crossroads Report Writer		PD - Traffic - Patrol - Narcotics - SIU	80
Evidence Upload	Evidence Upload TXT	1.1.32	PD	
Axon	Axon Live Stream	4.7.9.2	PD - Inv - HTC	
VIMS	Volunteer Integrated Management System		PD - Community Services	
Veeam	Version 11.0.1		IT	
Active Directory		Forest Level: Windows Server 2008 R2	All	1075 Accounts
SSCM		5.00.908.1000	All	629 Clients
24Seven	Daily Briefing Board EBriefing Previous 7 Days CFS Parolees Sex Regestraints Warrant Return Home Registry Reference Library Crime Maps		PD	254
Accrurint by LexisNexis		Cloud	PD	216

Adobe sign		Cloud	All	119 users
Amazon Business		Cloud	All	39 users
Apex Desktop		Cloud	PD	216
Apple Business Manager		Cloud	IT	759 Devices; 7 users
Aspera on cloud		Cloud	IT	25 users
AXON		Cloud		
Blacknight SiteXPro		Cloud	Community Development	36 users
BLR Safety		Cloud	All	800
Blue Team		6.8.28	PD -CAPT -LT -SGT	29
IAPro		6.8.28	PD - IA -CAPT	5
Car Fax		Cloud	PD	216
CERS				
Meraki	Network-Wide Security & SD-WAN Switch Wireless Temperature Sensor	Cloud Controller	IT	5 admins
Cisco Umbrella		3.2.2	Organization	1000 seats
NetMotion Mobility		11.76.08940	PD	88 Devices; 220 users
CopWare			PD	
Solarwinds		2020.2.6	IT	190 nodes/up to 2900 nodes
Granicus Intranet		Cloud	All	
GOVQA		Cloud	All	
Egnyte		Cloud	All	
Create OCR File for Sewer Multiplier Fix		1.0.0.0	2	Utility Services

Pictometry			Community Development	
Sensaphone Sentinal Monitoring			PD	
Informacast			City Clerk	
Tenable.io		Cloud	IT	1000 seats
Coplink		Cloud	PD	
IBM MaaS360		Cloud	IT	350 seats
DigiCert		Cloud	IT	
KnowBe4		Cloud	All	750 users
Network Solutions		Cloud	IT	
GovDelivery		Cloud	City Manager	
VTI-Timecards (IntelliTime)			All	750 users
TeleStaff		6.18.14	Fire	90 users
Laserfiche		10.4	Read & Write	All (READ) 15
Comtech Text to 911		Cloud	PD	
Kace Systems		Version: 12.0.149	All	754 users, and up to 900 managed computers
Intime - PD		Cloud	PD	216
LInX		Cloud	PD	
Image Trend Elite		Cloud	Fire	
CMS		Cloud	PD	
Fire Master Calendar		Cloud	Fire	
CERS		Cloud	Fire	5
Target Solutions - FIRE		Cloud	Fire	
ILJAOC PC DEC		Cloud	PD	
Vigilant - LEARN		Cloud	PD	
OC Crime Lab		Cloud	PD	
Cal Photo		Cloud	PD	
OCIAC		Cloud	PD	
Carfax for Police		Cloud	PD	

LEADS		Cloud	PD	
LexiPol		Cloud	PD	
EDC		Cloud	PD	
vConnect		Cloud	PD	
OTS Grant System		Cloud	PD	3
ConnectExplorer		Cloud	Code Enforcement	62
NeoGov		Cloud	All	13
HdL Sales Tax		Cloud	ASD	3
Sirsi Dynix		Cloud	Library	
Lucity			Engineering	13
REC1		Cloud	Parks & Rec Public	55
PD24Seven			PD	216
Zoom		Cloud	All	16
Front Door by cablecast			City Clerk	
Donation Data Import File Generation by Cycle		1.0.0.10	Revenue	Revenue 1
E-Bill Count by Cycle		1.0.0.1	Revenue	1
Estimated Reads Calculation		1.0.0.6	Utility Services	2
CIS Infinity		3.1.20_FL	Utility Services/Revenue	40
CIS Infinity.Link		3.2.18	Utility Services	5
Active CIS Billing Addresses		1.0.0.3	Utility Services	3
Book Summary		Access DB	Utility Services	4
Broken Arrangements Finder		1.0.0.2	Utility Services	4
CheckFree Payments Processor		1.0.0.52	Utility Services	6
CIS Customer Information Request		1.0.0.27	Code Enforcement	4

CIS Data Validation Utility	1.0.0.4	Utility Services	6
CIS Deposits Report	1.0.0.4	Utility Services	2
Extra Trash Carts Reports	1.0.0.5	Utility Services/Revenue	4
Firelines with Consumption	1.0.0.15	Maintenance Services	2
In-City/Out-City Active Meter Count	1.0.0.6	Utility Services	2
Infinity.Link Username Finder	1.0.0.19	Utility Services	6
Lockbox File Preprocessing Utility	1.0.0.61	Utility Services	6
Meter Changeouts CIS	1.0.0.45	Maintenance Services	2
Meter Connections	1.0.0.2	Utility Services/Maintenance Services	4
Missed Auto DPM Finder	1.0.0.0	Utility Services	2
Municipal Account Payoff	1.0.0.20	Revenue	1
On/Off Sequencer	20.1.1.3	Utility Services/Maintenance Services	4
On/Off Sequencer Data Generator	1.0.0.20	Utility Services/Maintenance Services	4
Paramedic Subscription	Access DB	Fire	1
PM Declared After the Fact	1.0.0.0	Utility Services	2

Route Analyzer		1.0.0.2	Maintenance Services	1
Shutoff Sequencer		1.0.0.6	Utility Services/Maintenance Services	4
Shutoff Sequencer Data Generator		1.0.0.31	Utility Services/Maintenance Services	4
Statutory Holiday Insertion Utility		1.0.0.4	Utility Services/Revenue	3
Suite of Infrequently or One-Time programs run by IT		1.0.0.2	IT	1
Temp Sequencer		1.0.1.32	Utility Services/Maintenance Services	4
Temp Sequencer Data Generator		1.0.0.6	Utility Services/Maintenance Services	4
Trash and Carts Revenue		1.0.0.0	Utility Services/Revenue	3
Water Rate Comparison Utility		1.0.0.0	Engineering	2
Water Refund General Fund to Water Fund Transfer		1.0.0.0	Utility Services/Revenue	2
Zero Consumption Accounts		1.0.0.9	Maintenance Services	2
ArcGIS Portal		10.9.1	Public Works	60
ArcGIS Server		10.9.1	Public Works	60
ArcGIS Data Store		10.9.1	Public Works	60

ArcGIS Desktop		10.8.1	Public Works	10
ArcGIS Pro		2.9	Public Works	10
Permit online		version 2019.3.3.224		
IG inspect		Version 2021.3.0		

Appendix D – IT Project Classification

Term	Description	Cost
Application Upgrades	"Dot" releases (e.g., 14.7 or 14.8) included in the contracted operations fee	Included for all applications listed in Appendix B
Application or System Enhancement	Typically, this describes an upgrade, adding/updating a new feature, or implementing a new workflow configuration that requires 8 to 40 hours of IT effort to configure, test, and deploy.	A total of 400 hours of application enhancement work is provided each year at no additional cost to the City.
Project	Typically, this describes an upgrade, new system implementation, upgrading an application to a new version (e.g., 14.X to 15.X) adding a new facility to the network, IMACs that involve more than 20 users as a single effort, or significant change in configuration that requires more than 40 hours of IT labor to complete.	Projects will be scoped with the business owner to determine the level of effort involved. A separate statement of work (SOW) will be created using the contracted rates agreed upon in this contract (see Appendix E).

Appendix F – SLAs for Workplace Services

Priority Level	Description	Response Time
Priority 1	A system outage that affects more than 25 users of the system. This typically describes a network outage affecting an entire building or an outage affecting an enterprise application, such as ONES, EnerGov, Versaterm, NetMotion, etc.	15 minutes during normal business hours 2 hours after normal business hours
Priority 2	A system degradation that affects less than 25 users of the system.	2 hours during normal business hours 8 hours after normal business hours
Priority 3	An issue affecting a single end user. Typically, a software malfunction.	3 business days
Priority 4	Undefined. Reserved for future use.	N/A
Priority 5	A Service Request such as ordering new equipment, enhancing a software module, an IMAC, or other request that doesn't represent an interruption of a person's ability to work.	Will acknowledge the request within 5 days and then begin coordinating with the end user on the requirements of the request.

Project Costs

Description	Rate/Month	Total
Outsourced Monthly Cost	**$280,000**	**$3,360,000/Year**
5% year over year price increase will apply at the beginning of the second and third year of the agreement. If the optional 4th and 5th year is exercised, Glass Box will add a 5% increase at the beginning of the 4th and 5th year.		

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

By: _____   By: _____

Name: John O'Hara _____   Name: _____

Title: CTO _____   Title: _____

Date: _____   Date: _____

EXHIBIT B
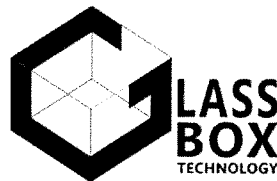
ADDITIONAL SERVICES & FEES (ONES Phase II)

Change Order for City of Fullerton

Central Square Finance Enterprise v20.1 Phase II

Glass Box Technology, Inc.
03/01/2022

This Change Order is made this 1st of July 2022 ("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 "Supplier") and City of Fullerton, with its principal place of business at 303 West Commonwealth Avenue, Fullerton CA 92832 (hereinafter referred to as "Customer"). Supplier and Customer may also be referred individually as "Party" or collectively as "Parties."

Scope of Work

Supplier has been retained by Customer to provide a Senior Consultant and Business Analysts for the management and implementation of enhancements to the Finance Enterprise (ONES) v20.1.

The Phase II implementation will further develop the native software functionality to enhance operational efficiencies and improve controls for various departments across the City.
This project extension includes continued implementation, optimization and training of the enterprise resource planning system by making much needed system improvements and enhancements such as: automation of critical HR Personnel Forms, Open Enrollment, system improvements to support payroll adjustments and reporting; system workflow enhancements to support controls surrounding purchasing and accounts payable; and improved utilization of system functionality.

The scope and tasks include but are not limited to the below detail of the system improvements notated during the Phase I project to optimize, enhance and streamline Finance Enterprise (ONES) v20.1:

Scope
- Provide support to optimize functional and technical workflows, controls and reporting using native system functionality
- Perform training, support, and system set-up for enhancements defined
- Perform all Go-Live readiness, and post Go-Live support for any technical changes performed within system
- Manage project to the completion and fulfillment of City's (ASD) request
- Provide all key project documentation and support to Customer post Go-Live

Tasks

The Project Manager, Business Analyst will perform the following:
- Continue to host Steering Committee meetings for project updates, decisions, and approvals of all system changes
- Work with vendor to complete any technical enhancements as defined by the Phase II Enhancement Log

- Perform as many High Priority and Medium Priority enhanced defined in log including, but not limited to:
    - Automation of HR Forms and processes
    - Workflow cleanup and improvements to align with current budget thresholds and approval personnel
    - Enhancement to payroll and employee online capabilities
    - Enhancements to GL and Budget functionality
    - More robust reporting across all ASD areas to benefit ancillary departments
    - Additional training to all users
    - Continued functional security enhancements
    - Elimination of any carry-over customizations
- Provide support and training to all core finance teams and ancillary departments affected by any technical or workflow changes
- Perform any clean-up / remediation currently necessary and including post system changes
- 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)

Assumptions:
- Scope of work will be completed by a collaborative vendor effort managed and technically implemented by Supplier
    - Vendor statements of work, quotes and invoices will be routed to City of Fullerton for processing via Supplier
- Hours detailed in Project Costs can be shared between team members as scope is worked

Project Costs

Description	Hours	Rate/hr.	Total Cost
Senior Business Analyst	1100	$165	$181,500.00
Senior Project Manager	214	$250	$53,500.00
Central Square Technologies	72	-	$15,000.00
		Total Cost:	$250,000.00

Additional Information

- Pre-Scheduled Work is when Customer notifies Supplier at least three business days in advance of date/time.
- Supplier 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 Supplier 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 Customer's issuance of a new purchase order under this SOW. A new agreement or change request is not required unless Supplier 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, Supplier 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 Customer cancels any Services with less than one (1) week prior notice, Customer shall reimburse Supplier 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 THE CUSTOMER.
- CUSTOMER SHALL PAY, IN ACCORDANCE WITH THE RELEVANT TERMS AND CONDITIONS OF THE AGREEMENT, A FEE FOR SUPPLIER'S PERFORMANCE OF SERVICES FOR THE PROJECT.
- EXCEPT PURSUANT TO A CUSTOMER REQUEST, CUSTOMER WILL ONLY BE BILLED FOR SERVICES RENDERED, WITH PRIOR CUSTOMER APPROVAL. UNDER NO CIRCUMSTANCES SHALL ANY PURCHASE ORDER FURNISHED BY CUSTOMER BE CONSTRUED AS A MINIMUM PURCHASE COMMITMENT ON THE PART OF CUSTOMER.
- PAYMENTS ARE DUE TO SUPPLIER WITHIN 30 DAYS AFTER CUSTOMER'S RECEIPTOF AN INVOICE AGAINST THIS AGREEMENT.

Disclaimer

- SUPPLIER WILL NOT BE LIABLE FOR ANY FAILURE TO PERFORM THE SERVICES, TO THE EXTENT THAT THE FAILURE IS CAUSED BY CUSTOMER'S LACK OF COOPERATION.
- SUPPLIER WILL NOT BE HELD RESPONSIBLE FOR DATA LOSS. BACKUPS SHOULD BE PERFORMED PRIOR TO WORK STARTING. ALL DATA IS THE RESPONSIBILITY OF THE CUSTOMER.
- SUPPLIER WILL NOT BE HELD LIABLE FOR SOFTWARE LICENSE COMPLIANCE. SOFTWARE LICENSE COMPLIANCE IS BETWEEN THE CUSTOMER AND THE SOFTWARE COMPANY.
- SUPPLIER WILL NOT BE HELD FOR ADDITIONAL WORK NOT LISTED IN THIS SOW. AN ADDENDUM MUST BE WRITTEN AND APPROVED BY BOTH SUPPLIER AND THE CUSTOMER BEFORE ADDITIONAL WORK CAN BE STARTED.
- SUPPLIER 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).
- SUPPLIER 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.
- SUPPLIER WILL NOT BE HELD RESPONSIBLE FOR DELAYS OR FAILURES TO PERFORM RELATED TO DATA CONVERSION BEING PERFORMED BY CUSTOM CONFIGURED OR SPECIALIZED SOFTWARE MANUFACTURER.
- CUSTOMER 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 SUPPLIER 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 Supplier.

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: _____

Name: John O'Hara

Title: CTO

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT C

CERTIFICATE(S) OF INSURANCE