

**CITY OF FULLERTON
AMENDMENT NUMBER ONE TO AGREEMENT
WITH
GLASS BOX**

THIS AMENDMENT NUMBER ONE ("Amendment") to the Agreement is made and entered on this 16th day of August, 2022, by and between the CITY OF FULLERTON ("City"), and Glass Box Technology Inc. ("Consultant").

RECITALS

A. On July 1, 2022, the City and the Consultant entered into an Agreement ("Agreement") for the Consultant to provide IT Services Management for the City of Fullerton.

B. The City and Consultant desire to amend the Agreement to include additional services as set forth herein.

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

1. Section 1.1 of the Agreement "Scope of Services", is amended to include replacement of current web servers that accept credit card payments and meet PCI compliance as outlined within the scope of work attached hereto as Exhibit "A."

2. Section 2.1 of the Agreement, "Compensation," is amended to include the additional charges in accordance with the fee schedule set forth in Exhibit A.

3. Except as set forth in this Amendment, all terms and provisions of the original Agreement shall remain in full force and in effect.


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

CITY OF FULLERTON

City Manager

Date: _____

CONSULTANT – Glass Box


[john ohara \(Aug 9, 2022 13:27 PDT\)](#)

John O'hara, Co-Founder & President

Date: Aug 9, 2022

APPROVAL AS TO FORM

Richard Jones

[Richard Jones \(Aug 9, 2022 13:31 PDT\)](#)

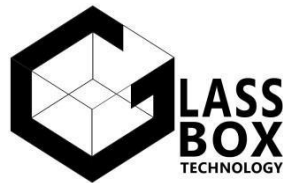
Richard D. Jones, City Attorney

EXHIBIT A

GLASS BOX TECHNOLOGY, INC.

Statement of Work for City of Fullerton

Application Development and Reporting Services



Glass Box Technology, Inc.
7/19/2022



This Change Order is made this 19th day 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 "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

PROJECT #1: Migrate all the applications and databases from server PD-247-1 (Windows Server 2008) to PD-247-VM1 (Windows Server 2019).

Task # 1

*Upgrade PD24Seven web application to use the latest .Net framework for the new server environment (Windows server 2019); installed latest .Net and .Net Core framework on the new server; setup/configure 24Seven and all its sub-modules including their databases; configure reference library files and upload permissions; setup scheduled download/import jobs (parolee, warrants).
Test and troubleshoot PD24Seven and all its modules on the new server.*

Task # 2

*Upgrade PD Calls for Service Log web application including its Admin Site to latest .Net Core framework for the new server environment; setup/configure main application and Admin portion on the new server, including databases. Install and setup Elastic Search on the new server, re-index all VDX XML CFS records.
Test and troubleshoot CFS and all its modules on the new server.*

Task # 3

Migrate PD Reporting web app (FPD Stats) database to the new server and reconfigure FPD Stats app; test and troubleshoot.

Task # 4

Check and make sure any additional apps, files and databases are all migrated to the new server and fully tested. At the end of this project, it is safe to decommission the old server PD-247-1



858-336-7751

July 19, 2022

PROJECT #2: *Create the following 3 new reports in the FPD Stats reporting system. Authorized users can run these reports on custom date ranges, and selected users will also receive monthly reports via emails.*

Report # 1

Top 5 locations for traffic collisions (Traffic Report)

Report # 2

Top 5 types of reports taken (Crime Analysis Report)

Report # 3

CAD totals time report, will create 4 sub reports and one for each shift - Day Watch 1, Day Watch 2, Night Watch 1, Night Watch 2 (Dispatch Report)

Project Costs

Description	Hours	Rate/hr.	Total Cost
Application Developer	110	\$85	\$9,350.00
Total Cost:			\$9,350.00



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 THE 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 THE FULLERTON.
- GLASS BOX WILL NOT BE HELD LIABLE FOR SOFTWARE LICENSE COMPLIANCE. SOFTWARE LICENSE COMPLIANCE IS BETWEEN THE 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 THE 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, GLASS BOX 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:


[john ohara \(Aug 9, 2022 13:27 PDT\)](#)

By:

Name: John O'Hara

Name:

Title: CTO

Title:

Date: Aug 9, 2022

Date:










Glass Box PSA 2022 Amendment 1- Application Development

Final Audit Report

2022-08-09

Created:	2022-08-09
By:	Lauren Parkhouse (lburtz@fullertonpd.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0kAy8sJZgoU4TuPX7h8zezpuNm3_mW0l

"Glass Box PSA 2022 Amendment 1- Application Development" History

-  Document created by Lauren Parkhouse (lburtz@fullertonpd.org)
2022-08-09 - 4:00:14 PM GMT- IP address: 64.183.111.29
-  Document emailed to john ohara (john@gboxtech.com) for signature
2022-08-09 - 4:01:05 PM GMT
-  Email viewed by john ohara (john@gboxtech.com)
2022-08-09 - 8:26:59 PM GMT- IP address: 99.184.250.103
-  Document e-signed by john ohara (john@gboxtech.com)
Signature Date: 2022-08-09 - 8:27:28 PM GMT - Time Source: server- IP address: 99.184.250.103
-  Document emailed to rdj@jones-mayer.com for signature
2022-08-09 - 8:27:30 PM GMT
-  Email viewed by rdj@jones-mayer.com
2022-08-09 - 8:31:03 PM GMT- IP address: 162.43.236.64
-  Signer rdj@jones-mayer.com entered name at signing as Richard Jones
2022-08-09 - 8:31:45 PM GMT- IP address: 76.79.196.58
-  Document e-signed by Richard Jones (rdj@jones-mayer.com)
Signature Date: 2022-08-09 - 8:31:47 PM GMT - Time Source: server- IP address: 76.79.196.58
-  Agreement completed.
2022-08-09 - 8:31:47 PM GMT

