

Master City of San José Consultant Agreement
Approved Service Order
(Non-Capital Projects)

Cover Page

1a. Intentionally Omitted **1b.** AC Contract No.: **AC 32625**

2. Approved Service Order No. **4**

3. Consultant's Name: **Illumant LLC**

4. Project Name: Traffic Control System Standards and Risk Assessments ("Project")

5. Project Location: Remote/Virtual

6. The Consultant and the City will implement this Approved Service Order in accordance with the Master Agreement, this cover page and Attachments "A" (Tasks), "B" (Terms and Conditions), and "C" (Compensation Table), which are incorporated herein by references.

7. Budget/Fiscal:

a. Current unencumbered amount in Master Agreement:	\$	347,500
b. Maximum Service Order Compensation for this Approved Service Order:	\$	10,000
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	337,500

d. **Appropriation Certification:** I certify that an unexpended appropriation in the amount of the Maximum Service Order Compensation is available in the following fund(s) and that such fund(s) will be encumbered to pay for this Approved Service Order.

Fund: 001 Appn: 0432 RC: 500 Amount: \$10,000

Devika Tandan

Authorized Signature:

Email: devika.tandan@sanjoseca.gov
Date: 03/22/2023 GMT

Marcelo Peredo

8. CISO Approval:

Email: marcelo.peredo@sanjoseca.gov
Date: 03/21/2023 GMT

Matija Siljak

9. Consultant Approval:

Email: siljak@illumant.com
Date: 03/21/2023 GMT

10. Approval as to Form (City Attorney):

Service Order Form Approved by the Office of the City Attorney
(Maximum Service Order Compensation is \$100,000 or less, and the provisions of the service order form are not altered.)

Approved as to Form:

(Senior) Deputy City Attorney

Vickie J. Davis

11. City Director Approval:

Email: vickie.davis@sanjoseca.gov
Date: 03/22/2023 GMT

Attachment A: Tasks

The Consultant shall provide the services and deliverables set forth in this **Attachment A**. The Consultant shall provide all services and deliverables required by this **Attachment A** to the satisfaction of the City's contract manager.

General Description of Project for which Consultant will Provide Services: Consultant shall develop System Security Plans and produce risk assessments for the Traffic Control System.

Task No. 1: Traffic Control System Security Plan and Risk Assessment

A. Services:

- Consultant shall perform an analysis of the Traffic Control System against the CSJ Security Standards, which specify the security controls.
- Consultant shall document implementation of the controls within the Traffic Control System by creating a Security Plan.
- Consultant shall perform a Risk Assessment of the system, in the context of how the system meets the controls specified by the standards.

B. Deliverables:

Consultant shall deliver an assessment report that includes:

- One System Security Plan document (according to the provided template).
- One Risk Assessment document (according to the provided template).

C. Completion Time: The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:

- On or before the following date: _____.
- On or before 60 Business Days after Project Kickoff

Attachment B: Terms and Conditions

1. **City's Contract Manager:** The City's contract manager for this Approved Service Order is:

Name: Edward Walker	Phone No.: 408 793 6886
Department: ITD - Cybersecurity	E-mail: Edward.walker@sanjoseca.gov
Address: 200 E. Santa Clara St. T11 San José, CA 95113-1905	

2. **Consultant's Contract Manager and Other Staffing:** Identified below are the following: (a) the Consultant's contract manager for this Approved Service Order, and (b) the Consultant(s) and/or employee(s) of the Consultant who will be principally responsible for providing the services and deliverables. ***If an individual identified below does not have a current Form 700 on file with the City Clerk for a separate agreement with the City, and is required to file a Form 700, the Consultant must comply with the requirements of Subsection 17.2 of the Master Agreement, entitled "Filing Form 700."***

<u>Consultant's Contract Manager</u>		<u>Required to File Form 700?</u>		
		<u>Yes Already Filed (Date Filed)</u>	<u>Yes Need to File</u>	<u>No</u>
Name: Billens Crow	Phone No.: (650) 272-8879			X
Address: 431 Florence St. Suite 210 Palo Alto, CA 94301	E-mail: Billens@illumant.com			
<u>Other Staffing</u>				
<u>Name:</u>	<u>Assignment:</u>			
1. Claus Shafhalter	Compliance Analyst			X
2. Matija Siljak	Project Management			X
3. Goran Tuzovic	Security Analyst			X

3. **Subconsultants:** Whichever of the following is marked applies to this Approved Service Order:

- The Consultant can **not** use any subconsultants.
- The Consultant can use the following subconsultants to assist in providing the required services and deliverables:

<u>Subconsultant's Name</u>	<u>Area of Work</u>
1.	
2.	
3.	

4. **Reimbursable Expenses:** If the Compensation Table set forth in **Attachment C** of this Approved Service Order states that the City will reimburse the Consultant for expenses, then only the expenses identified in Subsection 10.5.3 of the Master Agreement are Reimbursable Expenses unless the following box is marked and additional reimbursable expenses are set forth:

In addition to the expenses identified in Subsection 10.5.3 of the Master Agreement, the following expenses are Reimbursable Expenses:

Additional Reimbursable Expense(s)	Mark-up
1. _____	_____
2. _____	_____
3. _____	_____

Notwithstanding the foregoing, any additional reimbursable expense(s) set forth in the above table will be disregarded if the Compensation Table states that the City will *not* reimburse the Consultant for any expenses.

Attachment C: Compensation Table

The City will compensate the Consultant for providing the services and deliverables set forth in **Attachment A** in accordance this Compensation Table. This Compensation Table is subject to the terms and conditions set forth in the Master Agreement, including without limitation Section 10 of the Master Agreement.

Part 1 – Compensation for Services and Deliverables			
Column 1	Column 2	Column 3	Column 4
Task No. from Attachment A	Basis of Compensation	Invoice Period	Compensation
1	<input type="checkbox"/> Time & Materials <input checked="" type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$ 10,000
Part 2 – Reimbursable Expenses			
<input checked="" type="checkbox"/> No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.		<input type="checkbox"/> Expenses are separately reimbursable in the maximum amount of:	\$ 0
Part 3 – Subconsultant Costs			
<input checked="" type="checkbox"/> Subconsultant costs are not separately compensable. The amount(s) in Column 4 of Part 1 include(s) subconsultant costs.		<input type="checkbox"/> Subconsultant costs are separately compensable in the maximum amount of:	\$ 0
Maximum Service Order Compensation (sum of Parts 1 through 3):			\$ 10,000