

ORIGINAL

Squarerigger, Inc.

FIRST AMENDMENT TO SOFTWARE AND HARDWARE AGREEMENT FOR EL DORADO COUNTY, COMMUNITY DEVELOPMENT AGENCY

THIS FIRST AMENDMENT to that Software and Hardware Agreement for El Dorado County, Community Development Agency, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "Client"), and Squarerigger, Inc., a Washington corporation duly qualified to conduct business in the State of California, whose principal place of business is 9119 Ridgetop Boulevard, Suite 300, Silverdale, Washington 98383 (hereinafter referred to as "Squarerigger");

RECITALS

WHEREAS, Squarerigger has been engaged by Client to provide services related to the installation and support of fleet management information software, necessary consulting and training services, and related annual maintenance for its Community Development Agency, Transportation Division pursuant to the Software and Hardware Agreement for El Dorado County Department of Transportation, dated May 8, 2007, incorporated herein and made by reference a part hereof (herein after referred to as "Agreement");

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE 2, Scope of Work**, to update **Attachment A, Price Schedule** and replace it with **Amended Attachment A, Amended Price Schedule**, and add **Attachment C, Annual Maintenance Agreement**, and **Attachment D, Technical Assistance and Travel Rates** respectfully;

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE 6, Communications**, to update County's Notice Recipients;

WHEREAS, the parties hereto have mutually agreed to amend the Agreement to increase the annual support and maintenance subscription amount of the Agreement, amending **ARTICLE 7, Compensation**, and adding **Amended Attachment A, Amended Price Schedule**;

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE 24, Insurance**, to update County's insurance requirements;

WHEREAS, the parties hereto have mutually agreed to add **ARTICLE 26, Ongoing Maintenance**;

WHEREAS, the parties hereto have mutually agreed to amend **Attachment B, Clarifications and Additions**, adding **Amended Attachment B, Amended Clarifications and Additions**;

WHEREAS, the parties hereto have mutually agreed to amend the Agreement to add an Annual Maintenance Agreement, adding **Attachment C, Annual Maintenance Agreement**;

WHEREAS, the parties hereto have mutually agreed to amend the Agreement to include technical assistance and travel rates, adding **Attachment D, Technical Assistance and Travel Rates**;

NOW, THEREFORE, the parties agree to amend the Agreement as follows on the following terms and conditions:

The Agreement is hereby amended such that all references to the “Department of Transportation” shall now read the “Community Development Agency.”

I. **ARTICLE 2, Scope of Work**, paragraphs **one (1), b, and c** of the Agreement are amended in their entirety to read as follows:

2. Scope of Work

Squarerigger shall provide SQ.7™ software, hardware, and perform consulting services as specified herein, including training, installation, project management, telephone support and maintenance. Support and maintenance specifications are in Attachment C, marked “Annual Maintenance Agreement,” incorporated herein and made by reference a part hereof.

b. Software: Squarerigger software (SOFTWARE) in this Agreement is described in Amended Attachment A, marked “Amended Price Schedule,” incorporated herein and made by reference a part hereof. Additional equipment may be purchased from Squarerigger to support this product throughout the life of the Agreement, at the then current price.

c. Training: Squarerigger shall provide training specified in Attachment C and shall be billed in accordance with Attachment D, marked “Technical Assistance and Travel Rates,” incorporated herein and made by reference a part hereof.

II. **ARTICLE 6, Communications**, of the original Agreement is amended in its entirety to read as follows:

6. Communications

CLIENT authorizes the following CLIENT managers to provide direction or verbal instructions. No other individual is authorized to speak on behalf of client in regards to Agreement Service.

Communications: Notices regarding the Agreement terms and conditions shall be made to:

County of El Dorado
Community Development Agency
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Michele Weimer
Administrative Services Officer
Contracts & Procurement Unit

All communications regarding the Project shall be directed to and from County's Contract Administrator:

County of El Dorado
Community Development Agency
Transportation Division
2441 Headington Road
Placerville, California 95667

Attn.: Don Spear
Deputy Director
Maintenance and Operations Unit

Email: don.spear@edcgov.us
Phone: (530) 642-4908

- III. **ARTICLE 7, Compensation**, paragraph **c** of the Agreement is amended in its entirety and paragraph **d** is added to read as follows:

7. Compensation

- c. Invoicing and Payment:** Annual support and maintenance subscription, products, and services shall be invoiced and payable in accordance with Amended Attachment A and Attachment D. Payments are due upon receipt of goods or services rendered and may be via business check or credit card. Invoices shall be submitted to the following address:

County of El Dorado
Community Development Agency
Transportation Division
2441 Headington Road
Placerville, California 95667

Attn.: Cierra Garcia

Or to such other location as County directs.

- d. Maintenance:** The Annual Maintenance Agreement shall be provided as described in Attachment C. The annual support and maintenance subscription fee shall be determined and billed in accordance with Amended Attachment A.

- IV. ARTICLE 24, Insurance,** paragraph a of the Agreement is amended in its entirety to read as follows:

24. Insurance

- a.** Squarerigger shall maintain during life of the Agreement (and during performance of these services and all maintenance services within the scope of Agreement) Commercial General Liability Insurance.

Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.

This Agreement is further amended to add the following article:

- V. ARTICLE 26, Ongoing Maintenance,** is added to the Agreement to read as follows:

26. Ongoing Maintenance

Squarerigger shall provide maintenance and support services as provided in Squarerigger's Annual Maintenance Agreement, described in Attachment C. The Annual Maintenance Agreement, as an attachment to this Agreement, shall be renewed annually according to its terms as specified in Amended Attachment A.

Except as herein amended, all other parts and sections of the original Software and Hardware Agreement for El Dorado County, Community Development Agency, shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____
Don Spear
Deputy Director
Maintenance and Operations Unit
Transportation Division
Community Development Agency

Dated: _____

Requesting Division Concurrence:

By: _____
Bard R. Lower
Transportation Division Director
Community Development Agency

Dated: _____

Requesting Department Concurrence:

By: _____
Steven M. Pedretti, Director
Community Development Agency

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Software and Hardware Maintenance for El Dorado, Community Development Agency on the dates indicated below. The effective date of this Amendment shall be January 1, 2016.

--COUNTY OF EL DORADO--

By: _____

Dated: _____

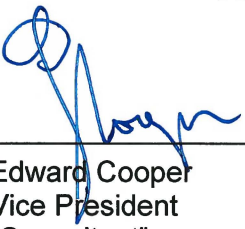
Board of Supervisors
"County"

Attest:
James S. Mitrison
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

--SQUARERIGGER, INC.--

By:  _____
Edward Cooper
Vice President
"Consultant"

Dated: 5/26/16

By:  _____
Theda Cooper
Corporate Secretary

Dated: 5.26.16

Squarerigger, Inc.

Amended Attachment A

Amended Price Schedule

Item	Amount	Qty.	Subtotal	Disc. Amt.	Total
<i>Squarerigger Supplied SOFTWARE</i>					
SQ.7™ SOFTWARE license with 500 pieces of equipment and four (4) CALs (Client Access Licenses)	16,400	1	16,400	N/A	16,400
ShopWatch mechanic time-management module	3,500	1	3,500	N/A	3,500
Total Squarerigger Supplied SOFTWARE			19,900		\$19,900
Project Total					\$19,900
<i>Annual Support and Maintenance Subscription</i>					
Unlimited telephone support during normal business hours of 7am to 5pm Pacific time Monday-Friday, and all program updates are included in Amended Attachment B. Annual Support and Maintenance Subscription provides these services for a fee of twenty percent (20%) of the pre-discounted total of all purchased SOFTWARE, licenses, and hardware. Additional purchases made after this Agreement will affect CLIENT'S future annual maintenance fee. The Annual Support and Maintenance Subscription fee shall be set at and remain at twenty percent (20%) of all purchased SOFTWARE, licenses, and hardware, unless otherwise amended by CLIENT and Squarerigger.					\$3,980

Squarerigger, Inc.

Amended Attachment B

Amended Clarification and Additions

1. Total SQ.7™ SOFTWARE license and hardware fees (\$19,900) have been previously paid by CLIENT.
2. Any additional SOFTWARE, licenses, modules, and/or hardware purchased after this Agreement will affect CLIENT's future Annual Support and Maintenance Subscription fees. This fee shall be set at and remain at twenty percent (20%) of CLIENT's total purchased SOFTWARE, licenses, modules, and/or hardware unless otherwise amended by CLIENT and Squarerigger.
3. If additional SOFTWARE, licenses, modules, and/or hardware are needed, Squarerigger shall submit to Client's Contract Administrator, or designee for approval, a written quote identifying the item(s), price(s), shipping, taxes, and/or any other associated fees that may apply. Squarerigger shall not fulfill the order until receiving said written approval from Client.
4. The County Business License Ordinance provides that it is unlawful for any person or business to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Squarerigger warrants and represents that it shall comply with all of the requirements of the County Business License Ordinance prior to beginning work under this Agreement and at all times during the term of this Agreement. Squarerigger's El Dorado County business license number is 38373.
5. The County officer or employee with responsibility for administering this Agreement is Don Spear, Deputy Director, Maintenance and Operations Unit, Transportation Division, Community Development Agency, or successor.

Squarerigger, Inc.

Attachment C

Annual Maintenance Agreement

Support and Maintenance is provided only for SOFTWARE and hardware licensed or purchased directly from Squarerigger.

Maintenance shall include the following:

1. Telephone Services

Squarerigger shall provide telephone support service to CLIENT during support hours of 7:00am through 5:00pm Pacific Time Monday through Friday. CLIENT shall receive technical communications regarding the problem. The response time to address problems depends on the complexity and urgency of the problem.

- a) Assistance in identifying and verifying the causes of suspected defects, where reasonably available.
- b) Advice on detours for verified defects, where reasonably available.
- c) Information on verified defects previously identified by CLIENT and reported to Squarerigger and detours to these, where reasonably available.
- d) Advice on completion, and authorization for submission, of Squarerigger Modification/Change, request to report identified defects in Program Product(s) to Squarerigger as specified.

2. Onsite Technical Assistance

At CLIENT's request, a technical support person may be dispatched to CLIENT's site. Squarerigger shall be entitled to reasonable expenses, as shown below and in accordance with Attachment D and shall not exceed the actual amount of travel costs and an hourly fee charged at Squarerigger's published rates for the type of service rendered (a minimum of eight [8] hours charged for each day) for the time the support person was at CLIENT's site. The Project Manager for Squarerigger and the CLIENT's Contract Administrator will be responsible for determining the need for on-site support and any negotiating regarding support responsibility or costs. Any additional costs or expenses to CLIENT shall be authorized in writing and approved by both Squarerigger and CLIENT prior to commencement of such work.

3. Software Updates

During the term of this Annual Maintenance Agreement, including any renewal hereof, Squarerigger shall provide CLIENT with updates to the SOFTWARE licensed

by CLIENT and shall notify CLIENT of the availability of newer versions available. This Agreement provides for assistance with installation of updates on existing workstations and servers.

4. Corrections and Fixes

As part of the Agreement, Squarerigger shall address SOFTWARE problems and provide any fixes (patches) to CLIENT, even if CLIENT personnel have not experienced the problem. All fixes shall be incorporated into the program SOFTWARE and updates shall be provided to CLIENT as part of this Agreement at no cost. SOFTWARE updates that modify the existing SOFTWARE version shall be provided at no cost to CLIENT as part of the regular Annual Maintenance Agreement.

5. Special/Custom Reports

As part of the Agreement, Squarerigger may develop special reports requested by CLIENT and integrate the reports into the SOFTWARE at a development cost to be determined. The cost shall depend on the complexity or the reports requested. The Projects Managers for Squarerigger and CLIENT shall determine if this is a chargeable report and the hourly or flat rate to be charged.

6. Renewal

Annual support and maintenance subscription rates may be increased due to additional purchases made by CLIENT. Such increases are subject to written approval by CLIENT's Contract Administrator.

7. Items and Services Specifically Excluded

Maintenance shall not include the following:

a) Training:

This Agreement does not provide for remedial or new training of users. If a Squarerigger support technician determines that the support incident actually involves training a user on one (1) or more aspects of the SQ.7™ SOFTWARE or Squarerigger-provided hardware, the technician shall direct CLIENT to purchase training services.

b) Installation on new or recovered hardware:

This Agreement does not cover the installation of SOFTWARE or a newly purchased workstation, re-installation of SOFTWARE on a workstation which has been re-initialized after a failure, or for other installations other than that provided above under covered services.

c) Assistance with software or hardware not provided by Squarerigger.

- d) Assistance with network issues or recovery from failures not caused by Squarerigger-supplied SOFTWARE or hardware.

8. Hourly Rate for Consulting Services

Should CLIENT require technical assistance not named in the Agreement tasks or Annual Maintenance Agreement and that are not part of the initial compensation described herein, Squarerigger shall provide such assistance at its published hourly rates for the type of service rendered. A minimum charge of four (4) hours shall apply for jobs performed by Squarerigger while at Squarerigger's facility and a minimum of eight (8) hours (the "daily rate") shall apply for each day or portion of a day for jobs performed by Squarerigger at CLIENT's facilities. For all work performed on site at CLIENT's facilities, reasonable and necessary travel expenses plus a travel charge shall also be charged, as explained below. Squarerigger and CLIENT's Contract Administrator, or designee, is responsible for determining the need for on-site support and approving support responsibility and costs in advance of such support.

9. Training

Squarerigger provides numerous training opportunities for its clients. Such training opportunities include:

- a) Web-Assist Live! – This is internet based training with a live trainer. A trainer connects, via an internet based technology device, with the trainee and conducts a training session via that and a telephone. This training is billed in quarter-hour increments with a minimum charge of one (1) hour.
- b) On-site training – A trainer travels to a client's site to provide training. This training is billed in hourly increments with a minimum daily charge of eight (8) hours, plus travel-related expenses and travel charges.
- c) Group Conference and Regional Training Sessions – This training occurs periodically at regional sites in a specific classroom setting, and many clients typically participate in each training session. This training must be reserved and paid for in advance and seating is limited. Travel expenses are the responsibility of each attendee.

10. Travel Rates

Travel rates shall be billed in accordance with Attachment D, Technical Assistance and Travel Rates.

Squarerigger, Inc.

Attachment D

Technical Assistance and Travel Rates

1. Custom Programming - \$150.00 per hour.
2. Consultation and design for custom programming - \$150.00 per hour.
3. Additional application training - \$125.00.
4. Travel time based on the travel time from Squarerigger representative's point of origin to hotel or CLIENT's facility.

Daily rate - \$1000.00 per day.

- a) If less than four (4) hours – one fourth (1/4) of the daily rate for one (1) direction only.
- b) If greater than four (4) hours – one half (1/2) of the daily rate for each direction of travel.
- c) For travel on a weekend day (Saturday or Sunday), the applicable travel rate is doubled.
- d) For travel on a U.S. National Holiday, the applicable travel rate is tripled.