

CentralSquare Technologies, LLC

THIRD AMENDMENT TO AGREEMENT FOR SERVICES #472-S1611

THIS THIRD AMENDMENT to that Agreement for Services #472-S1611 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and CentralSquare Technologies, LLC, a Delaware limited liability company duly qualified to conduct business in the State of California, whose principal place of business is 1000 Business Center Drive, Lake Mary, Florida, 32746, (hereinafter referred to as "CONSULTANT");

RECITALS

WHEREAS, CONSULTANT has been engaged by COUNTY to provide the installation, integration, and training of the TRAKiT software, a planning, permitting, and parcel management software solution pursuant to Agreement for Services #472-S1611, dated January 3, 2017, and First Amendment to Agreement for Services #472-S1611, dated June 6, 2017, and Second Amendment to Agreement for Services #472-S1611, dated September 25, 2020, incorporated herein and made by reference a part hereof (herein collectively referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date of January 2, 2022 for six (6) additional months, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to update County's notices address, amending **ARTICLE XIV, Notice to Parties**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, COUNTY and CONSULTANT mutually agree to amend the terms of the Agreement in this Third Amendment to Agreement on the following terms and conditions:

I. **ARTICLE II, Term**, of the Agreement, the first paragraph, is amended as follows:

ARTICLE II

Term: This Agreement shall become effective upon the date of the full execution by both parties hereto and, as amended, shall expire five (5) years and six (6) months thereafter (the "Term").

II. **ARTICLE XIV, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XIV

Notice to Parties: All notices required hereunder shall be given by (i) reputable overnight delivery service (charges prepaid) or (ii) certified United States mail, postage prepaid return receipt requested, and addressed to the respective

parties at their addresses set forth below, or at such other address as any party shall hereafter inform the other party by written notice given as aforesaid. All written notices so given shall be deemed effective upon receipt.

Notices to COUNTY shall be in duplicate and addressed as follows:

To COUNTY

With copy to:

County of El Dorado
Information Technologies
360 Fair Lane
Placerville, California 95667

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Tonya Digiorno
Director

Attn.: Michele Weimer
Procurement and Contracts Manager

or to such other location as COUNTY directs.

Notices to CONSUL TANT shall be addressed as follows:

CentralSquare Technologies, LLC
Attn: General Counsel
1000 Business Center Drive
Lake Mary, Florida 327 46

or to such other location as CONSUL TANT directs.

Except as herein amended, all other parts and sections of Agreement for Services #472-S1611 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Agreement for Services #472-S1611 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"COUNTY"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

-- CENTRAL SQUARE TECHNOLOGIES, LLC --

By: _____

Dated: _____

Dan Maier
Chief Revenue Officer
"CONSULTANT"