

## CentralSquare Technologies, LLC

### FOURTH AMENDMENT TO AGREEMENT FOR SERVICES #472-S1611

**THIS FOURTH 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");

### R E C I T A L S

**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, and Third Amendment to Agreement for Services #472-S1611, dated December 14, 2021, 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 July 2, 2022 for six (6) additional months, amending **ARTICLE II, Term**;

**WHEREAS**, the parties hereto desire to fully-replace specific Articles and add new Articles to include updated contract provisions;

**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 Fourth Amendment to Agreement for Services #472-S1611 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, as amended, shall become effective upon the date of the full execution by both parties hereto and shall expire on January 2, 2023 (the "Term").

- II. **The following Articles of the Agreement are fully-replaced in their entirety to read as follows:**

#### **ARTICLE VII**

**CONSULTANT to COUNTY:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from COUNTY and its

staff. It is further understood that this Agreement does not create an exclusive relationship between COUNTY and CONSULTANT, and CONSULTANT may perform similar work or services for others. However, CONSULTANT shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with CONSULTANT's responsibilities or hinder CONSULTANT's performance of services hereunder, unless COUNTY's Contract Administrator, in writing, authorizes that agreement or sharing of information.

## **ARTICLE X**

**Independent Consultant:** The parties intend that an independent consultant relationship will be created by this contract. CONSULTANT is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. CONSULTANT exclusively assumes responsibility for acts of its employees, agents, affiliates, and subconsultants, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by CONSULTANT. Those persons will be entirely and exclusively under the direction, supervision, and control of CONSULTANT.

COUNTY may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but COUNTY will not control or direct the manner, means, methods, or sequence in which CONSULTANT performs the work or services for accomplishing the results. CONSULTANT understands and agrees that CONSULTANT lacks the authority to bind COUNTY or incur any obligations on behalf of COUNTY.

CONSULTANT, including any subconsultant or employees of CONSULTANT, shall not receive, nor be eligible for, any benefits COUNTY provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. CONSULTANT shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. COUNTY is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes CONSULTANT. CONSULTANT shall not be subject to the work schedules or vacation periods that apply to COUNTY employees.

CONSULTANT shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that CONSULTANT provides for its employees.

CONSULTANT acknowledges that it has no authority to bind the COUNTY or incur any obligations on behalf of the COUNTY with regard to any matter, and shall not make any agreements or representations on the COUNTY's behalf.

## **ARTICLE XX**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for CONSULTANT and performing work for COUNTY and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with COUNTY's Conflict of Interest Code. COUNTY's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and COUNTY's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

CONSULTANT covenants that during the term of this Agreement neither it, or any officer or employee of CONSULTANT, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of COUNTY that are involved in this Agreement.

If CONSULTANT becomes aware of a conflict of interest related to this Agreement, CONSULTANT shall promptly notify COUNTY of the existence of that conflict, and COUNTY may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XIII, Default, Termination, and Cancellation.

## **ARTICLE XXI**

### **Nondiscrimination:**

- A. COUNTY may require CONSULTANT's services on projects involving funding from various state and/or federal agencies, and as a consequence, CONSULTANT shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: CONSULTANT and its employees and

representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex. CONSULTANT shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. CONSULTANT and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, CONSULTANT shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. CONSULTANT's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and Title 2, California Code of Regulations, Section 11102.

**III. The following Articles of the Agreement are added to read as follows:**

**ARTICLE XXXV**

**Force Majeure:** Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

#### **ARTICLE XXXVI**

**Waiver:** No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

#### **ARTICLE XXXVII**

**Electronic Signatures:** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

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 Fourth Amendment to Agreement for Services #472-S1611 on the dates indicated below.

**-- COUNTY OF EL DORADO --**

By: \_\_\_\_\_  
Contract Administrator  
"COUNTY"

Dated: \_\_\_\_\_

**-- CENTRAL SQUARE TECHNOLOGIES, LLC --**

By: *Dan Maier*  
[Dan Maier \(Jun 6, 2022 10:14 CDT\)](#)  
Dan Maier  
Chief Revenue Officer  
"CONSULTANT"

Dated: 06/06/2022