

CentralSquare Technologies, LLC

SECOND AMENDMENT TO SUPPORT AND MAINTENANCE AGREEMENT #6224

THIS SECOND AMENDMENT ("Amendment") to that Support and Maintenance Agreement #6224 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "Customer"), and CentralSquare Technologies, LLC, a 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 32745 (hereinafter referred to as "CentralSquare");

RECITALS

WHEREAS, CentralSquare provides ongoing maintenance and support for the TRAKiT software, a planning, permitting, and parcel management software solution used by the Customer's Planning and Building Department pursuant to Support and Maintenance Agreement #6224, dated February 22, 2022, and First Amendment to Support and Maintenance Agreement #6224, dated January 3, 2023, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to include additional services including general consulting services, module and/or system reconfiguration, training, project management, and any other services determined necessary and based on recommendations from CentralSquare's 2022 TRAKiT Business Process Optimization Report, and to include a new Project Cost Summary for the remaining term of the Agreement, adding **Exhibit 1-A, Amended Project Cost Summary** and **Exhibit 1-B, Additional Services**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$68,580.31 for a new not-to exceed amount of \$656,832.53, amending **Section 3. Fees**;

WHEREAS, the parties hereto desire to amend the Agreement to update **Section 27, Order of Precedence**.

WHEREAS, the parties hereto desire to amend the Agreement to add **Section 32, Levine Act Statement** in accordance with Senate Bill 1849, the Levine Act, including **Exhibit 3, California Levine Act Statement**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, Customer and CentralSquare mutually agree to amend the terms of the Agreement in this Second Amendment to Support and Maintenance Agreement #6224 on the following terms and conditions:

I. **SECTION 3, Fees**, of the Agreement is amended in its entirety to read as follows:

3.0. Fees.

3.1. In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, for purposes hereof, for the period beginning with the effective date of this Agreement and continuing through January 2, 2023, Customer will make payments to CentralSquare pursuant to the amounts and payment terms outlined in **Exhibit 1, Project Cost Summary**.

In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, for the purposes hereof, for the period beginning January 3, 2023 and continuing through the remaining term of the Agreement, Customer will make payments to CentralSquare pursuant to the amounts and payment terms outlined in **Exhibit 1-A, Amended Project Cost Summary**.

In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, for the purposes hereof, for the period beginning with the effective date of this Second Amendment and continuing through the remaining term of the Agreement, Customer will make payments to CentralSquare pursuant to the amounts and payment terms outlined in **Exhibit 1-A, Amended Project Cost Summary** and **Exhibit 1-B, Additional Services**.

3.2. The total amount of this Agreement, as amended, shall not exceed \$656,832.53, inclusive of all costs and expenses.

II. **Section 27, Order of Precedence**, of the Agreement is amended in its entirety to read as follows:

27. Order of Precedence.

27.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:

27.1.1. The main body of this Agreement and any associated amendments or change orders.

27.1.2. The attached Exhibits to this Agreement.

27.1.3. Purchase Orders placed with CentralSquare in accordance with this Agreement.

Customer's purchase terms and conditions or CentralSquare's sales terms and conditions are not applicable and shall have no force and effect, whether referenced or not in any document in relation to this Agreement.

27.2. Incorporated Exhibits to this Agreement:

- Exhibit 1 - Project Cost Summary
- Exhibit 1-A - Amended Project Cost Summary
- Exhibit 1-B - Additional Services
- Exhibit 2-A - Amended Maintenance and Support Standards

III. Section 31, Additional Services, of the Agreement is added in its entirety to read as follows:

31. Additional Services

In addition to the specific TRAKIT Support and Maintenance services under this Amendment as added under the First Amendment to the Agreement, CentralSquare's scope of work is hereby amended to include Additional Services. Additional Services may include general consulting services, module and/or system reconfiguration, training, data conversion, GIS, technical, and project management. Funded development is excluded from these services. Such Additional Services may supplement, expand, or otherwise modify the services under the Agreement for tasks or work that are determined necessary by CentralSquare and Customer.

Prior to proceeding with any work under Additional Services, the parties will identify the specific services to be provided for each task or assignment in individual Sales Orders as determined at a meeting, by email, or telephone conference between Customer's Contract Administrator, or designee, and CentralSquare. CentralSquare shall provide a written Sales Order, quote, and statement of work to Customer's Contract Administrator. Upon receipt and approval of each Sales Order, quote and statement of work, Customer's Contract Administrator will review to ensure an accurate description of the services to be performed, any required deliverables, including any reports or other documents to be supplied in connection with the work assignment. CentralSquare shall not commence any work until receiving the fully executed Sales Order, including the quote and statement of work. CentralSquare will hold a project kickoff meeting within sixty (60) days of execution and provide a timeline with an estimated project completion date.

Written deliverables shall be submitted via electronic file in a mutually agreed upon format such as MS Word, MS PowerPoint, MS Excel, or Adobe PDF. Written deliverables shall be submitted in the language, format, and design that are compatible with and completely transferrable to Customer's computer, and that are mutually agreed upon by Customer's Contract Administrator and CentralSquare. Failure to submit the required deliverables in the format agreed upon may be grounds for termination of this Agreement, if not cured within thirty (30) days of Notice, as provided in Section 15, Termination.

No payment will be made for any work performed prior to the approval and full execution of the Sales Order, quote, and statement of work, or beyond the expiration of the underlying Agreement, and no payment will be made for amounts in excess of the not-to-exceed amount of the Sales Order.

The period of performance for Sales Orders shall be in accordance with the dates specified in each Sales Order or Statement of Work. No payment will be made for any work performed before or after the period of performance in the Sales Order, unless Customer's Contract Administrator and CentralSquare amend the Sales Order. No Sales Order will be written which exceeds the cumulative total of the not-to-exceed dollar amount of the Agreement. No Sales Order will be written which extends beyond the expiration date of the Agreement.

All of the services included in this Amendment and in the individual Sales Orders issued pursuant to this Amendment are the responsibility of CentralSquare unless specifically described as a task or item of work to be provided by Customer. CentralSquare shall be responsible for all services performed, including supervision of its staff and project management and administration, under this Amendment and issued through Sales Orders.

IV. Section 32, Levine Act Statement, of the Agreement is added in its entirety to read as follows:

32. Levine Act Statement

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), CentralSquare shall complete and sign the attached Exhibit 3, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by CentralSquare, if any, to any officer of County.

Except as herein amended, all other parts and sections of Support and Maintenance Agreement #6224 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Support and Maintenance Agreement #6224 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: Wendy Thomas

Dated: 1-23-24

Board of Supervisors
"Customer"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: Kyle Kypre

Dated: 1-23-24

Deputy Clerk

-- CENTRAL SQUARE TECHNOLOGIES, LLC --

DocuSigned by:
By: Ron A. Anderson
6769F1AD774043E

Dated: 9/21/2023

Ron Anderson
Chief Sales Officer
"CentralSquare"

DocuSigned by:
By: Ryan Northrup
61CAA4F388D4C0

Dated: 9/21/2023

Ryan Northrup
Senior Manager Legal Counsel

CentralSquare Technologies, LLC

Exhibit 1-A

Amended Project Cost Summary

Product: Product Name	Quantity	1/3/22 - 1/2/23	1/3/23 - 1/2/24	1/3/24 - 1/2/25	1/3/25 - 1/2/26	1/3/26 - 1/2/27
CodeTRAK License Fee	1	USD 0.00	USD 0.00	USD 0.00	USD 0.00	USD 0.00
CodeTRAK Annual Maintenance Fee	1	USD 0.00	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Customer Relationship Manager (CRM) TRAK License Fee	1	USD 0.00	USD 0.00	USD 0.00	USD 0.00	USD 0.00
CRM TRAK Annual Maintenance Fee	1	USD 0.00	USD 0.00	USD 0.00	USD 0.00	USD 0.00
eTRAKiT Citizen Portal License Fee	1	USD 0.00	USD 0.00	USD 0.00	USD 0.00	USD 0.00
eTRAKiT Citizen Portal Annual Maintenance Fee	1	USD 0.00	USD 0.00	USD 0.00	USD 0.00	USD 0.00
GeoTRAK Update Routine Legacy Annual Maintenance Fee	1	USD 0.00	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Horizon Cloud for TRAKiT Annual Access Fee	1	USD 41,367.90	USD 43,436.30	USD 45,608.11	USD 47,888.52	USD 50,282.94
iTRAKiT Suite License Fee	1	USD 0.00	USD 0.00	USD 0.00	USD 0.00	USD 0.00
iTRAKiT Suite Annual Maintenance Fee	1	USD 0.00	USD 0.00	USD 0.00	USD 0.00	USD 0.00
PermitTRAK License Fee	1	USD 0.00	USD 0.00	USD 0.00	USD 0.00	USD 0.00
PermitTRAK Annual Maintenance Fee	1	USD 0.00	USD 0.00	USD 0.00	USD 0.00	USD 0.00
TRAKiT Application Programming Interface (API) for ProjectDox License Fee	1	USD 0.00	USD 0.00	USD 0.00	USD 0.00	USD 0.00
TRAKiT API for ProjectDox Annual Maintenance Fee	1	USD 0.00	USD 0.00	USD 0.00	USD 0.00	USD 0.00
TRAKiT Community Development Core Annual Maintenance Fee	1	USD 0.00	USD 0.00	USD 0.00	USD 0.00	USD 0.00
TRAKiT End User License Fee	1	USD 0.00	USD 0.00	USD 0.00	USD 0.00	USD 0.00
TRAKiT End User License Annual Maintenance Fee – Original Licenses	1	USD 54,614.70	USD 57,345.44	USD 60,212.71	USD 63,223.34	USD 66,384.51
TRAKiT End User License Fee	20	USD 0.00	USD 0.00	USD 0.00	USD 0.00	USD 0.00
TRAKiT End User License Annual Maintenance Fee – Additional Licenses added in 2019	1	USD 8,400.00	USD 8,820.00	USD 9,261.00	USD 9,724.05	USD 10,210.25
TRAKiT Geographic Information System (GIS) Advanced Engine License Fee	1	USD 0.00	USD 0.00	USD 0.00	USD 0.00	USD 0.00
TRAKiT GIS Advanced Engine Annual Maintenance Fee	1	USD 0.00	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Daily Extract of Community Development AWS Customer Database	1	USD 0.00	USD 2,661.75	USD 2,794.83	USD 2,934.57	USD 3,081.30
Total Fees Per Year		USD 104,382.60	USD 112,263.49	USD 123,770.48	USD 129,959.00	USD 136,456.95

Note: Pricing for Professional Services is a good faith estimate based on the information available to CentralSquare at the time of execution of this Agreement. The total amount that Customer may pay for these services can vary based on the actual number of hours required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to CentralSquare's then-current list price rates for the services at issue. Customer will request a quote from CentralSquare for additional services and fees not specifically listed. Additional services shall not be ordered and additional fees shall not be charged to Customer without prior written approval from the Customer Contract Administrator. Annual fees are subject to a five percent (5%) increase and are reflected in the Amended Project Cost Summary for years three (3), four (4), and five (5).

PAYMENT TERMS:

RECURRING FEES

- a. Annual Support & Maintenance Fees are due thirty (30) days prior to the start of the Term and annually thereafter. Prior to the end of the then current support term, and each subsequent annual support term, CentralSquare will forward an invoice to Customer for the annual support fee, which fees are subject to increase.
- b. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare with valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.
- c. If Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of one point five percent (1.5%) per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and if such failure continues for ninety (90) days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

CentralSquare Technologies, LLC

Exhibit 1-B

Additional Services

In addition to the to the specific TRAKiT Support and Maintenance services under this Agreement and the Daily Extract of Community Development AWS Customer Database (TRAKiT Database backup) as added under the First Amendment to this Agreement, CentralSquare's scope of work is hereby amended to include Additional Services. All of CentralSquare's Additional Services as issued under individual Sales Orders shall be in accordance with the following rates and estimates.

Rates:

Rates for Additional Services shall be identified on each individual Sales Order.

Additional Services Amount:

The total amount of Additional Services added to this Agreement is \$50,000, inclusive of all Sales Orders, costs, taxes, Project Management Services/Costs, and other expenses. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through Sales Orders.

Any changes to the specific services and/or not-to-exceed amount of each Sales Order shall require a mutually agreed upon writing in the form of a written Sales Order or amendment.

Project Management Services/Costs:

For each Sales Order issued, CentralSquare shall bill Customer for Project Management Services/Costs equal to twenty percent (20%) of the total costs of the work specified in each Sales Order. Sales Orders will include this cost based on CentralSquare's quote for the work. CentralSquare shall only bill for actual costs on an as incurred basis, including Project Management Services/Costs.

CentralSquare Technologies, LLC

Exhibit 3

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the CentralSquare's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

 YES x NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

 YES x NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

9/21/2023
Date

DocuSigned by:
Ron A. Anderson
Signature of authorized individual

CentralSquare Technologies LLC
Type or write name of company

Ron A. Anderson Chief Sales Officer
Type or write name of authorized individual