

AMENDMENT NUMBER ONE
TO
CONTRACT MA-060-20011652
BETWEEN THE
COUNTY OF ORANGE
AND
CENTRALSQUARE TECHNOLOGIES LLC

This AMENDMENT NUMBER ONE to Contract Number MA-060-20011652 (hereinafter "AMENDMENT NUMBER ONE") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY") and CentralSquare Technologies LLC (hereinafter "CONTRACTOR") with a business address of 1000 Business Center Dr., Lake Mary, FL 32746-5585, is made and entered upon execution of all necessary signatures.

RECITALS

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Software, Subscriptions, Associated Implementation Services and Support of Inform and Vision Field Based Reporting ("FBR") on June 23, 2020, as Contract Number MA-060-20011652 (hereinafter "ORIGINAL CONTRACT"), for a two (2) year term of June 23, 2020 through and including June 22, 2022, renewable for one (1), two (2) year term and one (1) additional one (1) year term; and

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one year term of June 23, 2022 through and including June 22, 2023 in an amount not to exceed \$199,071.43, as well as amend Attachment B, Compensation and Pricing Provisions, Section 2. Fees and Charges, D. Additional Interfaces Annual Maintenance and Support, # 37 to reduce pricing to \$4,660.27, and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in the ORIGINAL CONTRACT as amended herein;

NOW, THEREFORE, the Parties mutually agree as follows:

1. ARTICLES
 - a. Additional Terms and Conditions, Section 2, Term of Contract, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

2. Term of Contract:

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 6/23/2020 through and including 6/22/2023, unless otherwise terminated by COUNTY.

- b. Additional Terms and Conditions, Section 3, Renewals, of the ORIGINAL CONTRACT is amended in its entirety as follows:

This Contract may be renewed for two (2) additional, one (1) year terms upon mutual agreement of both Parties. The County is not under any obligation to provide Contractor with a reason should it elect not to renew the Contract, nor is it required to give Contractor prior notice of its intent not to renew.

- c. Attachment B, Compensation and Pricing Provisions, Section 2, Fees and Charges, of the ORIGINAL CONTRACT is amended in part as follows:

Total Contract Amount for the Term of June 23, 2022, through June 22, 2023, Shall Not Exceed \$199,071.43.

- d. Attachment B, Compensation and Pricing Provisions, Section 2, Fees and Charges, D. Additional Interfaces Annual Maintenance and Support of the ORIGINAL CONTRACT is amended in part as follows:

D. ADDITIONAL INTERFACES ANNUAL MAINTENANCE AND SUPPORT

37	Interfaces Annual Maintenance (IQ, RMS Coplogic, AARS, NIBRS) – Year 3 (June 2022 – June 2023)*	1	\$4,660.27
----	---	---	------------

- 2. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

Signature Page Follows

IN WITNESS WHERE OF, the Parties have executed AMENDMENT NUMBER ONE to Contract number MA-060-20011652.

*Contractor: CentralSquare Technologies LLC

DocuSigned by:
By: David Zolet Title: C EO
Print Name: David Zolet Date: 5/26/2022

*Contractor: CentralSquare Technologies LLC

DocuSigned by:
By: Barry Medintz Title: General Counsel & Corporate Secretary
Print Name: Barry Medintz Date: 5/26/2022

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____
Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form
Office of the County Counsel
Orange County, California

By: [Signature]
Deputy