



# RESOLUTION No. 21-059

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION APPROVING A CONTRACT WITH CENTRALSQUARE TECHNOLOGIES, LLC FOR SOFTWARE LICENSES AND RELATED IMPLEMENTATION SERVICES FOR AN INTIAL TERM OF FIVE YEARS, AUTHORIZING A RELEASE OF FUNDS IN THE AMOUNT OF \$146,130 FROM THE INFORMATION SYSTEMS INFRASTRUCTURE DESIGNATION OF THE GENERAL FUND, AND AMENDING THE FISCAL YEAR 20/21 INFORMATION SYSTEMS BUDGET (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, on July 23, 2002, by Resolution 02-410, the County entered into an Agreement for Software Licenses and Services with SunGard Public Sector LLC to procure licenses and related implementation services for the County's core financial software system FinPlus; and

WHEREAS, the company was subsequently acquired and the FinPlus system is currently provided by CentralSquare Technologies, LLC; and

WHEREAS, the County has evaluated the current system and determined a need to upgrade the current FinPlus system to the cloud hosted Finance Pro system; and

WHEREAS, the upgrade of the County's Financial System has been approved by the Information Systems Steering Board; and

WHEREAS, this resolution approves a five-year contract with CentralSquare Technologies, LLC for license and implementation of Finance Pro with CentralSquare Technologies, LLC with the Year One Subscription and Implementation services in the amount of \$146,130; and

WHEREAS, the annual subscription fee year 1 is \$78,000 and is subject to an increase of 3% each year for years 2 through 5.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors hereby directs that:

1. The Board approves the CentralSquare Solutions Agreement by and between the County of Nevada and CentralSquare Technologies, LLC pertaining to financial system subscription, maintenance, support, and implementation services for a five year contract from March 9, 2021 through March 9, 2026.
2. That the Chair of the Board of Supervisors is hereby authorized to execute the Contract on behalf of the County of Nevada.

3. Directs the Auditor Controller to release \$146,130 from the Information Systems Infrastructure Assignment of the General Fund for implementation services and year one subscription and amend the Fiscal Year 2020/21 budget as follows:

Increase:		
0101-11007-531-8000	521474	\$75,500
0101-11007-531-8000	521520	\$70,630

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 9th day of March, 2021, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
\_\_\_\_\_  
Dan Miller, Chair

3/9/2021 cc: IGS\*  
AC\*  
CST, LLC\*

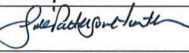
**CentralSquare Solutions Agreement** RES 21-059

This CentralSquare Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between **CentralSquare Technologies, LLC**, a Delaware Limited Liability Company with its principal place of business in Lake Mary, FL ("**CentralSquare**" and/or "**Contractor**") and the **County of Nevada** ("**Customer**" and/or "**County**"), together with CentralSquare, the "**Parties**", and each, a "**Party**".

**WHEREAS**, CentralSquare licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

**WHEREAS**, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to support them with professional services, subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

CentralSquare Technologies, LLC	County of Nevada
1000 Business Center Dr. Lake Mary, FL 32746	950 Maidu Ave. Nevada City, CA 95959
By: <u>David Gai</u> <small>David Gai (Feb 24, 2021 05:45 MST)</small>	By: <u>Dan Miller</u> <small>Dan Miller (Mar 22, 2021 12:57 PDT)</small>
Print Name: David Gai	Printed Name/Title: Honorable Dan Miller, Chair, of the Board of Supervisors Mar 22, 2021
Print Title: Chief Customer Officer	Attest: 
Date Signed: Feb 24, 2021	Julie Patterson-Hunter, Clerk of the Board of Supervisors Mar 22, 2021
	Approved as to form: <u>Douglas Johnson</u> <small>Douglas Johnson (Mar 24, 2021 12:00 PDT)</small>
	Deputy County Counsel Mar 24, 2021

**1. Solution: Finance Pro: Standard SaaS Subscription Annual**

**2. Term.**

- 2.1. **Initial Term.** The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for five (5) years from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").
- 2.2. **Renewal Term.** This Agreement may be renewed for additional successive one (1) year terms with written approval of both parties unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").
- 2.3. **Renegotiation Option:** In view of the fact that it is unknown how long the products and services will be employed by County and that County will require ongoing maintenance and support of the products for as long as the system is operational, therefore after completion of the initial term of the contract including any extensions and renewals, County and Contractor may renegotiate the contract based on 3% uplift.
- 2.4. **Non-Renewal.** Either party may elect to end renewal of the contract by issuing a notice of non-renewal, in writing, to the other party six (6) months prior to the expiration of the current contract term.

**1. Fees.** In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the "**Project Cost Summary**").

**2. Definitions.** Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:



- 2.1. "**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.
- 2.2. "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.
- 2.3. "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions under the rights granted to Customer pursuant to this Agreement, and for whom access to the Solutions has been purchased.
- 2.4. "**Baseline**" means the version of a Solution updated to the particular time in question through CentralSquare's warranty services and maintenance, but without any other modification whatsoever.
- 2.5. "**Component System**" means any one of the Solutions identified in Exhibit 1, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, development work, improvements and enhancements to and all Intellectual Property Rights for such Component System.
- 2.6. "**Customer Data**" means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.
- 2.7. "**Custom Modification**" means a change that CentralSquare has made at Customer's request to any Component System in accordance with a CentralSquare-generated specification, but without any other changes whatsoever by any Person.
- 2.8. "**Customer Systems**" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the use of third-party services.
- 2.9. "**Defect**" means a material deviation between the Baseline Solution and its Documentation, for which Defect Customer has given CentralSquare enough information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to each Custom Modification, Defect means a material deviation between the Custom Modification and the CentralSquare generated specification and documentation for such Custom Modification, and for which Defect Customer has given CentralSquare enough information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.
- 2.10. "**Documentation**" means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solutions, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.
- 2.11. "**Enhancements**" means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.
- 2.12. "**Harmful Code**" means any software, hardware, device or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement.
- 2.13. "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 2.14. "**Maintenance**" means optimization, error correction, modifications, and updates to CentralSquare Systems to correct any known Defects and improve performance. Maintenance will be provided for each Component System, the hours and details of which are described in Exhibit 2 ("**Support Standards**").
- 2.15. "**New Releases**" means new editions of a Baseline Component System or Custom Modification.



- 2.16. **"Person"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.
- 2.17. **"Personal Information"** means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.
- 2.18. **"Professional Services"** means installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.
- 2.19. **"Representatives"** means, with respect to a Party, that Party's employees, officers, directors, agents, subcontractors, and legal advisors.
- 2.20. **"CentralSquare Personnel"** means all individuals involved in the performance of Support Services and Professional Services as employees, agents, Subcontractors or independent contractors of CentralSquare.
- 2.21. **"Solutions"** means the Component Systems, Documentation, Custom Modifications, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.
- 2.22. **"CentralSquare Systems"** means the information technology infrastructure used by or on behalf of CentralSquare to deliver Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.
- 2.23. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with the detailed Support Standards outlined in Exhibit 2.
- 2.24. **"Third-Party Materials"** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

### 3. License, Access & Services and Audit.

- 3.1. Access and Scope of Use. Subject to and conditioned on Customer and their Authorized Users' compliance with the terms and conditions of this Agreement, CentralSquare hereby grants Customer a non-exclusive, non-transferable right to access and use the Solutions, solely by Authorized Users. Such use is limited to Customer's internal use. CentralSquare shall deliver to Customer the initial copies of the Solutions outlined in Exhibit 1 by (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method. Physical shipment is on FOB- CentralSquare's shipping point, and electronic delivery is deemed effective at the time CentralSquare provides Customer with access to download the Solutions
- 3.2. Documentation License. CentralSquare hereby grants to Customer a non-exclusive, non-sublicenseable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.
- 3.3. Audit. Customer shall maintain for a reasonable period of time, but not less than three (3) years after expiration or termination of this Agreement, the systems, books, and records necessary to accurately reflect compliance with software licenses and the use thereof under this Agreement. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to such systems, books, and records for the purpose of verifying such licensed use the performance of such

obligations and amounts. Customer shall render reasonable cooperation to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance, Customer shall promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and be required to pay for any delinquencies in compliance with software licenses.

- 3.4. Service and System Control. Except as otherwise expressly provided in this Agreement:
- 3.4.1. CentralSquare has and will retain sole control over the operation, provision, maintenance, and management of the Solutions; and
- 3.4.2. Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for access to and use of the Solutions by any Person by or through the Customer Systems or other means controlled by Customer or any Authorized User, including any reports or results obtained from any use of the Solutions, and conclusions, decisions, or actions based on such use.
- 3.5. Limitations. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Agreement, including, if required by CentralSquare, remote access to the Customer Systems. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by any Customer delay or Customer's failure to perform any obligations under this Agreement.
- 3.6. Exceptions. CentralSquare has no obligation to provide Support Services relating to any Defect with the Solutions that, in whole or in part, arise out of or result from any of the following:
- 3.6.1. software, or media on which provided, that is modified or damaged by Customer or third-party;
- 3.6.2. any operation or use of, or other activity relating to, the Solutions other than as specified in the Documentation, including any incorporation, or combination, operation or use of the Solutions in or with, any technology (software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation;
- 3.6.3. any negligence, abuse, misapplication, or misuse of the Solution other than by CentralSquare personnel, including any Customer use of the Solution other than as specified in the Documentation or expressly authorized in writing by CentralSquare ;
- 3.6.4. the operation of, or access to, Customer's or a third-party's system, materials or network;
- 3.6.5. any relocation of the Solution other than by CentralSquare personnel;
- 3.6.6. any beta software, software that CentralSquare makes available for testing or demonstration purposes, temporary software modules, or software for which CentralSquare does not receive a fee;
- 3.6.7. any breach of or noncompliance with any provision of this Agreement by Customer or any of its Representatives or any Force Majeure Event (including abnormal physical or electrical stress).
- 3.7. Reservation of Rights. Except for the specified rights outlined in this Section, nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Support Services, Professional Services, Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.
- 3.8. Changes. CentralSquare reserves the right, in its sole discretion, to make any changes to the Support Services and Solutions that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of CentralSquare 's services to its customers, the competitive strength of or market for CentralSquare 's services, or the Support Services' cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either Party may, at any time during the Term, request in writing changes to particular Support Services, Professional Services or their product suite of Solutions. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued Add-On Quote signed by the Customer, or a written change order or amendment to this agreement signed by both parties.
- 3.9. Subcontractors. CentralSquare may from time to time in its discretion engage third parties to perform Professional Services or Support Services (each, a "**Subcontractor**").

3.10. Security Measures. The Solution may contain technological measures designed to prevent unauthorized or illegal use of the Solution. Customer acknowledges and agrees that: (a) CentralSquare may use these and other lawful measures to verify compliance with the terms of this Agreement and enforce CentralSquare's rights, including all Intellectual Property Rights, in and to the Solution; (b) CentralSquare may deny any individual access to and/or use of the Solution if CentralSquare, in its reasonable discretion, believes that person's use of the Solution would violate any provision of this Agreement, regardless of whether Customer designated that person as an Authorized User; and (c) CentralSquare may collect, maintain, process, use and disclose technical, diagnostic and related non-identifiable data gathered periodically which may lead to improvements in the performance and security of the Solutions.

**4. Use Restrictions.** Customer shall not, and shall not permit any other Person to, access or use the Solutions except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

- 4.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
- 4.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;
- 4.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;
- 4.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
- 4.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third-party, in whole or in part;
- 4.6. remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;
- 4.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;
- 4.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted under this Section.

**5. Customer Obligations.**

- 5.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and Specifications; and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under and in connection with this Agreement.
- 5.2. Effect of Customer Failure or Delay. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.
- 5.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 4, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.



## 6. Professional Services.

- 6.1. Compliance with Customer Policies. While CentralSquare Personnel are performing services at Customer's site, CentralSquare will ensure that such personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance. Customer shall promptly reimburse CentralSquare for any out-of-pocket costs incurred in complying with such procedures and policies.
- 6.2. Contributed Material. In the process of CentralSquare 's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare , CentralSquare 's Affiliates and CentralSquare 's licensees to make, use, sell and create derivative works of the Contributed Material.

7. **Confidentiality.** Confidential Information. Each Party possesses certain non-public proprietary information, which has economic value and is protected with reasonable safeguards to maintain its secrecy ("**Confidential Information**"). Confidential Information may include, but is not limited to any financial data, business and other plans, specifications, equipment designs, electronic configurations, design information, product architecture algorithms, quality assurance plans, inventions (whether or not th subject of pending patent applications), ideas, discoveries, formulae, models, requirements, standards, trade and manufacturing secrets, drawings, samples, devices, demonstrations, technical information, as well as any and all intellectual and industrial property rights contained therein or in relation thereto. CentralSquare shall own the copyrights, trade secrets, patent rights and other proprietary rights in and may use without restriction knowledge, information, ideas, methods, know-how, and copyrightable expression learned or acquired. Confidential Information will be disclosed either: (i) in writing and conspicuously marked with a restrictive legend identifying it as being a Party's Confidential Information; or (ii) orally or visually and identified at the time of disclosure as Confidential Information and subsequently confirmed in writing by the disclosing Party within fifteen (15) days after such disclosure specifically identifying that portion of information that is Confidential Information. Customer shall not sell, transfer, publish, disclose or otherwise make available any portion of the Software or its associated documentation to others. Customer shall use its reasonable best efforts to cooperate with and assist CentralSquare in identifying and preventing any unauthorized use, copying or disclosure of the Software or any portion thereof or any of the algorithms or logic contained therein or any other deliverables.

- 7.1. Compelled Disclosures. If the either Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by law, that Party shall: (a) promptly, and prior to such disclosure, notify the other Party in writing of such requirement so that they can seek a protective order or other remedy or waive its rights under Section .3; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.
- 7.2. Upon expiration or termination of this Agreement, or upon demand by CentralSquare, Customer shall (i) return to CentralSquare all copies of CentralSquare's Confidential Information in Customer's possession or under CentralSquare's control, or (ii) destroy all copies of CentralSquare's Confidential Information in Customer's possession and so certify such destruction to CentralSquare in writing. Notwithstanding the foregoing, Customer may retain data or records in electronic form containing Confidential Information for the purposes of backup, recovery, contingency planning, or business continuity planning, so long as such data or records, to the extent not permanently deleted or overwritten in the ordinary course of business, are not accessible in the ordinary course of business and are not accessed except as required by Customer only for backup, recovery, contingency planning, or business continuity purposes.
- Confidentiality of County Information.**

- a. Any information obtained by Contractor or a subcontractor, such as Hosting Vendor, that is considered confidential by federal or state law, shall remain confidential and not disclosed unless court ordered to do so. The System must employ industry standard protections to

prevent unauthorized access of confidential data. Any unauthorized access to data that will violate this confidentiality statement shall promptly be reported to the County.

- b. Contractor shall not use County's Customer details such as names, addresses, etc., for any purpose other than providing requested services to the County and shall not transmit County data to any third party, except as requested by the County.
- c. Contractor shall report to County within twenty four (24) hours any violations of these provisions with regard to confidentiality of data, or any data security incidents that may result in the unauthorized disclosure of County information. Data security incident means any actual or reasonably suspected: (a) unauthorized use of, or unauthorized access to, Contractor systems; (b) inability to access County information or Vendor systems due to a malicious use, attack or exploit of such information or systems; (c) unauthorized access to, theft of or loss of County information; (d) unauthorized use of County information for purposes of actual or reasonably suspected theft, fraud or identify theft; (e) unauthorized disclosure of County information; or (f) breach of, or transmission of malicious code to County's Computer Systems arising from, in whole or part, an act, error, or omission by Contractor.
- d. Contractor shall conduct an internal data security risk assessment and implement reasonable administrative, technical, and physical safeguards designed to protect County information from unauthorized disclosure. Contractor shall update the risk assessment and related safeguards at least annually. Upon request by the County, Contractor agrees to provide documentation sufficient to demonstrate Contractor's compliance with the terms of this paragraph.

## **8. Hosting Services**

Contractor shall arrange hosting of the Software on behalf of the County at a data storage center within the United States (excluding the U.S. territories). For the Term of this Agreement and any extensions or renewals hereto, County will have the ability to access and use the Software on the hosted servers provided by the Hosting Vendor selected by the Contractor subject to the limitations and rights set forth in this Agreement and in the Hosting Services Agreement. Contractor shall notify County of any change in Hosting Vendor within thirty (30) days following such change. Contractor will make commercially reasonable efforts to choose a new hosting provider that conforms to the specifications as set forth in Appendix C-1. Should Hosting Vendor not be approved by County, Contractor agrees that County will be offered the option of purchasing servers and maintaining the system by County, or selecting a new Hosting Vendor that is acceptable to both Contractor and County. If County decides to move to their own hosting provider or on premise there is the potential for lost functionality and the County will be responsible for all of the cost related to the move. Availability of access, data security, remedies related to the same and other similar matters will be governed by an agreement the Contractor has executed with the Hosting Vendor. County shall be solely responsible for accessibility as it relates to the Computer Systems, local connectivity to the internet, and other County network functionality desirable, and should be requested: The hosting facility shall be in compliance with ISO 27031 Guidelines for Information and Communication Technology Readiness for Business Continuity.

## **9. Security.**

- 9.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.
- 9.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

- 9.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation, and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.
- 10. Personal Data.** If CentralSquare processes or otherwise has access to any personal data or personal information on Customer's behalf when performing CentralSquare's obligations under this Agreement, then:
- 10.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);
- 10.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and
- 10.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and
- 10.4. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

## **11. Representations and Warranties.**

- 11.1. **LIMITED WARRANTY.** CentralSquare warrants that it owns or otherwise has the rights in the Software and has the right to license the Software as described in this Agreement. CentralSquare further warrants and represents that the CentralSquare Software does not contain any "back door", "time bomb", "Trojan horse", "worm", "drop dead device" or other program routine or hardware device inserted and intended by CentralSquare to provide a means of unauthorized access to, or a means of disabling or erasing any computer program or data, or otherwise disabling the CentralSquare Software. Nothing herein shall be deemed to constitute a warranty against viruses. The provisions of section and its subsections below, shall constitute the agreement of the Parties with respect to viruses. Customer's sole remedy with respect to the foregoing warranty shall be to receive an Update to the CentralSquare Software that does not contain any of the above-described routines or devices.
- 11.2. **DISCLAIMER OF WARRANTY. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE SOLUTIONS, PROFESSIONAL SERVICES, SUPPORT SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE**



**OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.**

- 12. Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by United States first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to  
CentralSquare : **CentralSquare**  
**1000 Business Center Dr.**  
**Lake Mary, FL 32746**  
**Phone: 407-304-3235**      **email: [info@CentralSquare.com](mailto:info@CentralSquare.com)**  
**Attention: Senior Counsel / Contracts Department**

If to Customer:  
**County of Nevada**  
**950 Maidu Ave.**  
**Nevada City, CA 95959**  
**Phone: (530) 265-1818**      **email: [IGSadmin@co.nevada.ca.us](mailto:IGSadmin@co.nevada.ca.us)**  
**Attention: IGS Admin. Team**

- 13. Force Majeure.** Neither Party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of Equipment, software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

**14. Indemnification.**

- 14.1. CentralSquare Indemnification. CentralSquare shall indemnify, defend, and hold harmless Customer from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

- 14.2. Customer Indemnification. Customer shall indemnify, defend, and hold harmless CentralSquare from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of Customer, its employees, agents, contractors, or any subcontractor as a result of Customer's or any subcontractor's performance pursuant to this Agreement; however, Customer shall not be required to indemnify CentralSquare for any claims or actions caused to the extent of the negligence or wrongful act of CentralSquare, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is

contributed to by the actions or omissions of CentralSquare, or its employees, agents or contractors, Customer's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

14.3. Sole Remedy. THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND CENTRALSQUARE 'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND SOLUTIONS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD-PARTY.

## 15. Termination

### 15.1. Termination by County

- a. In the event that the County's Budgeting Authority fails to fully appropriate funds necessary to cover any annual period hereunder, County shall have the right to terminate the Agreement without penalty, except that any pre-paid annual fees shall not be returned, credited or refunded to the County for any unused portions of the annual fee.
- b. For Convenience: County may, by written notice stating the extent and effective date, terminate this Agreement in whole or in part at any time. Upon receipt of such notice, Contractor shall promptly cease work and notify County as to the status of its performance. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for services performed to the date of termination, to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such information as is necessary to determine the mutually agreeable reasonable value of the services rendered by Contractor. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.
- c. For Cause: Should either party default in the performance of any obligation in this Agreement or materially breach any of its provisions, the non-breaching party may give written notice pursuant to Section 12. Notices outlining all grounds for breach and giving the other party no less than thirty (30) days to cure. In the event that cure has not been substantially completed within thirty (30) days, the non-breaching party may elect to immediately suspend payments or terminate the contract, or both

### 15.2. Termination by Contractor

- a. For Nonpayment: Should County fail to pay Contractor all or any part of the payment set forth in Schedule E, Contractor may, at Contractor's option, terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.
- b. For Cause: Should County default in the performance of this Agreement or materially breach any of its provisions, Contractor, at Contractor's sole option, may terminate this Agreement upon thirty (30) days written notice.

### 15.3. Disentanglement

Contractor shall cooperate with County to accomplish a complete transition of the services as set forth in this Agreement being terminated to County or to any replacement provider designated by County, Contractor shall fully cooperate with County and any new service provider and otherwise promptly take all steps, including but not limited to providing to County or any new service provider all requested information or documentation required to assist County in effecting a complete transition to the new service provider. Contractor shall provide for the prompt and orderly conclusion of all work required under the Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or the County's designee. All Contractor work done as part of the Disentanglement shall be performed by Contractor and will be reimbursed by the County at no more than Contractor's

costs, up to the total amount of this Agreement. Contractor shall not receive any additional or different compensation for the work otherwise required by the Agreement. Contractor's obligation to provide the Services shall not cease until the earlier of the following: a) the Disentanglement is completed to the County's reasonable satisfaction, or b) twelve (12) months after the expiration of the then-current Term of the Agreement.

15.4. Return, Transfer and Removal of Data and other Assets

- a. Upon termination of this Agreement, Contractor shall return to County all County-furnished assets in Contractor's possession.
- b. Upon termination of this Agreement, Contractor shall ensure that any and all of County's data maintained by Contractor is extracted in a commercially recognized format acceptable to County prior to the termination date or the completion of the Disentanglement period, whichever is later, and that said data is securely transmitted or delivered to County or County's designee,

**16. Assignment.** Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder, as evidenced by an express written assumption of the obligations hereunder by the assignee.

**17. Dispute Resolution.** Any dispute, controversy or claim arising out of or relating to this Agreement, including the breach, termination, or validity thereof, shall be resolved by litigation.

17.1. Exclusive Dispute Resolution Mechanism. The Parties agree to resolve any dispute, controversy, or claim arising out of or relating to this Agreement (each, a "Dispute"), exclusively under the provisions of this Section. Either Party may seek interim or provisional relief in any court of competent jurisdiction if necessary, to protect the rights or property of that Party pending the appointment of the arbitrator or pending the arbitrator's determination of the merits of the dispute.

17.2. Good Faith Negotiations. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the parties agree to undertake good faith negotiation between themselves to resolve the Dispute. Each Party shall be responsible for its associated travel costs. The parties agree to attend no fewer than three negotiation sessions attended Vice Presidents of each Party (or employees of equivalent or superior position).

17.3. Escalation to Mediation. If the Parties cannot resolve any Dispute during the good faith negotiations either Party must initiate mediation under Section 17.4.

17.4. Mediation. Subject to Sections 17.2 and 17.3, the Parties may escalate a Dispute to a mutually agreed to mediator. Parties agree to act in good faith in selecting a neutral mediator and in scheduling the mediation proceedings. The parties agree to use commercially reasonable efforts in participating in the mediation. The parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation will be shared equally between the parties. The parties shall bear their own fees, expenses, and costs.

17.5. Confidential Mediation. The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

17.6. Litigation as a Final Resort. If the Parties cannot resolve a Dispute through mediation, then once an impasse is issued by the mediator either Party may commence litigation.

**18. Waiver/Severability.** The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

**19. LIABILITY.** NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY,



AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:

- 19.1. NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND
- 19.2. EXCLUDING INDEMNIFICATION CLAIMS, SECURITY BREACH CLAIMS, AND CLAIMS ARISING OUT OF CENTRAL SQUARE'S GROSS NEGLIGENCE OR INTENTIONAL CONDUCT, CENTRAL SQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE TOTAL CONTRACT VALUE
- 20. Third-Party Materials.** CentralSquare may from time to time, in its discretion engage third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for third parties, but these third parties assume all responsibility and liability in connection with the third-party software, equipment, or related services. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, excepting specifically that CentralSquare is authorized to represent third-party fees in the Agreement and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing any third-party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement (EULA) or similar agreement provided by the Third-Party Materials provider. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.
- 21. Entire Agreement.** This Agreement, and any Exhibits specifically incorporated therein by reference, constitutes the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof. This Agreement may not be modified except by a writing subscribed to by authorized representatives of both Parties.
- 22. No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
- 23. Counterparts.** This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. This Amendment shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means including, without limitation, Docusign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).
- 24. Material Adverse Change.** If any Law, Regulatory Approval, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.
- 25. Cooperative Purchases.** This Contract may be used by other government agencies. CentralSquare has agreed to offer similar services to other agencies under the same terms and conditions as stated herein except that the compensation may be negotiated between CentralSquare and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.

**26. Order of Precedence.**

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

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

26.1.2. The attached Exhibits to this Agreement.

26.1.3. 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.

26.2. Incorporated Exhibits to this Agreement:

Exhibit 1 – Project Cost Summary

Exhibit 2 - Maintenance & Support Standards

Exhibit 3 – Travel Expense Guidelines

Exhibit 4 – Insurance Requirements

Exhibit 5 – Scope of Work

EXHIBIT 1

Project Cost Summary

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
Finance Pro: Standard SaaS Subscription Annual Subscription Fee	1	78,000.00	-2,500.00	75,500.00
			<b>Software Subtotal</b>	78,000.00 USD
			<b>Discount</b>	-2,500.00 USD
			<b>Software Total</b>	75,500.00 USD

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DESCRIPTION	TOTAL
Finance Pro: Standard SaaS Subscription Contract Startup Fee	10,000.00
Public Administration Data Conversion Services - Fixed Fee	6,480.00
Public Administration Consulting Services - Fixed Fee	10,800.00
Public Administration Development Services - Fixed Fee	16,200.00
Public Administration Project Management Services - Fixed Fee	9,180.00
Public Administration Training Services - Fixed Fee	4,320.00
Cognos Custom Report Writing Services for 10 Reports - Fixed Fee	7,800.00
Public Administration Cloud Technical Services - Fixed Fee	5,850.00
	<b>Services Total</b> 70,630.00 USD
	<b>Software Subtotal</b> 78,000.00 USD
	<b>Services Subtotal</b> 70,630.00 USD
	<b>Quote Subtotal</b> 148,630.00 USD
	<b>Discount</b> -2,500.00 USD
	<b>Quote Total</b> 146,130.00 USD



**Milestone Payment Schedule**

<b>Milestone Payment Schedule</b>			
<b>Task</b>	<b>Percent</b>	<b>Amount due</b>	<b>Trigger</b>
SaaS Subscription startup fee	Fixed Fee	\$10,000.00	Contract execution
Kick-Off	20%	\$12,126.00	Once Complete & IS Approved
Baseline Project schedule Provided	30%	\$18,189.00	When provided & IS Approved
Integration Testing	30%	\$18,189.00	IS Approval and sign-off
Training	10%	\$6,063.00	Once Complete 80% participants & Auditor Approved
Go Live	10%	\$6,063.00	IS Approval and sign-off
Finance Pro Annual Subscription Fee	Fixed Fee	\$75,500.00	Due upon "Go-Live"
Milestone payment not to exceed		\$60,630.00	
Total Contract amount not to Exceed		\$146,130.00	

**Hourly Rates- As-Needed for Reports**

Hourly Rates for Report Services = \$195/Hour

**BILLING INFORMATION:**

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for these services have been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer.

**PAYMENT TERMS:**

ONE TIME FEES

- a. Start-Up Fees are due: 100% on the Execution Date.
- b. CentralSquare Professional Services Fees are due as follows: Specific Milestone Payments are due upon completion of the respective deliverables associated with each individual Milestone Payment and with approval of acceptance by County IT System support Administrator and County Auditor..

Milestone Payment	Milestone	Description	Percent of Services
1	Kick Off Complete	The project kickoff meeting is scheduled within 30 days of contract signing as an remote engagement. The purpose is to review all contract documents, statement of work, and discuss overall project organization. Kickoff is considered complete once the remote meeting has occurred and meeting minutes have been provided. A proof of delivery (POD) will be provided to the customer to acknowledge the completion of the kickoff meeting with the Customer triggering milestone invoicing.	20%
2	Baseline Project Schedule Provided	The baseline project schedule is developed, inclusive of all deliverables detailed in the SOW, within the first 60 days of the project through careful planning with both the CentralSquare project manager and the CUSTOMER project manager. The baseline project schedule is considered to be the initial agreed upon schedule for the project, inclusive of all tasks from both project teams. Once the baseline project schedule has been delivered, this task is considered complete. (Note, project schedules often will change over the course of the project. This task is tied to the initial baseline scheduled.) A proof of delivery (POD) will be provided to the customer to acknowledge the delivery of the baseline project schedule triggering milestone invoicing.	30%
3	Integration Testing	Once all modules are tested and online, the CentralSquare team alongside the customer participate in an integration end-to-end test that includes all modules within Finance Pro. This testing is considered complete when the engagement for testing has concluded and results have been provided to the customer. A proof of delivery (POD) is provided to the customer to acknowledge the delivery of the testing results, triggering milestone invoicing.	30%
4	Training	System Admin and End-User training for Finance Pro is considered complete once 80% of the participants, as identified and documented in the planning phase of the project, have passed the training program. A proof of delivery (POD) is provided to the customer to acknowledge the 80% completion of System Admin and End-User training, triggering milestone invoicing.	10%
5	Go Live	Customer is considered Live on the applications, including data conversion and integrations, after 15 days of live operations in a production environment and wherein no urgent or critical error codes are recorded. A proof of delivery (POD) will be provided to the customer to acknowledge the Go Live activities triggering milestone invoicing.	10%

## RECURRING FEES

1. Subscription fee: The Subscription Fee for the first year shall be invoiced upon Go Live of the new Finance Pro. The subscription fee for subsequent years shall be invoiced for the full year, in advance, on the anniversary of the Go Live date of this Amendment. Subscription Fees for subsequent years are subject to an annual increase not to exceed 3% annually.
2. Annual Support and Maintenance:
  - i. Upon commencement of billing for the Annual Subscription Fee, Customer acknowledges the termination of the current maintenance billing structure for any legacy products that will be effectively

CentralSquare Agreement

Exhibit 1

Page 3 of 4

replaced by modules listed in Exhibit 1. CentralSquare shall continue to provide Customer with Maintenance of these legacy products until the transition to a new environment is complete, at which time Maintenance will be terminated.

ii. A credit in the amount of the unused portion of Maintenance paid by Customer, if any, shall be applied towards Customer's first Subscription Fee. The unused portion of paid Maintenance will consist of the amount unused as of Execution Date

ANCILLARY FEES

- a. Reimbursement of travel and living expenses will be governed by Exhibit 3 ("**Travel Expense Guidelines**") attached hereto and will be invoiced monthly in arrears and due within thirty (30) days from date of invoice.
- 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 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 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 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.



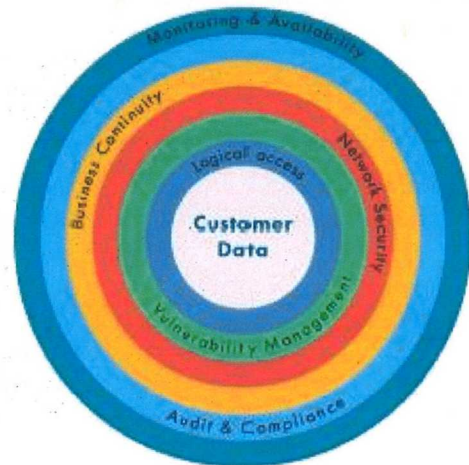
**EXHIBIT 2**  
**Support Standards (CLOUD)**

**1. CentralSquare Cloud Security Program**

- 1.1. Access & Continuity. Logical access restrictions include VLAN data segregation, extensive deny-by-default access control lists, and Multi-Factor authentication required for System Administration. Business continuity is prioritized via daily encrypted backup stored offsite, virtual tape backup technology to counter loss of physical media, and full replication to disaster recovery site, with redundancy an availability through multiple carriers.
- 1.2. **Data Backup, Retention and Disposal.** Contractor shall be responsible for creating and maintaining timely, accurate and readable electronic back-ups of all data, program and system files. Periodically, in accordance with information technology best practices, Contractor shall restore such backups to a test server to validate that the data backups are recoverable without lost or corrupted data. Using appropriate and reliable storage media, Contractor will back up County data daily and retain such backup copies for a minimum of thirty-six months, or as consistent with requirements in federal, state and local law. At the end of that time period and at County's election, Contractor will direct the Hosting Vendor to destroy or overwrite the backup copies. Upon County's request, Contractor will supply County with a certificate indicating the nature of the storage media destroyed, the date the backups were destroyed or overwritten, and the method of destruction used. In addition, Contractor will provide certification of Department of Defense (DOD) 5220.22-M (or current) standard wipe of any hard drive media storage device removed from Contractor's production systems. Contractor will provide a nightly backup of client data provided in a .bak file that will be downloadable using FTP service configured and managed by CST.
- 1.3. Security & Monitoring. SSL and IPSEC VPN with 256 bit encryption, web application firewalls, multi-layered infrastructure model with recorded internal and external CCTV, card access control, best of breed HVAC/fire suppression/physical security, and backed by 24-7 x 365 monitoring by a staffed operations facility for: Intrusion detection & prevention, DDOS mitigation, and automated network incident creation and escalation.
- 1.4. Testing, Audits & Compliance. third-party internal,

external, perimeter vulnerability and penetration testing. Centrally managed patching, OS hardening program, and endpoint protection on all servers. Industry standard compliance includes annual completion of: SSAE18/ISAE Data Center Audit, SSAE18 Operations Audit, PCI-DSS Compliance Audit, Vulnerability Testing & CVSS Audit, and Control Self-Assessment Audit.

Compliance Updates. Where applicable, Contractor shall exercise due diligence in accordance with the highest professional standards and provide County, in a timely manner, with Compliance Updates. Contractor agrees to monitor changes in the applicable California laws and regulations to help the County maintain the system compliance. The County agrees to promptly notify Contractor when it becomes aware of any applicable change in the laws or regulations which the Software is designed to support.







**2. Service Level Commitments**

- 2.1. **Target.** In each Service Period, the target for availability of the Solutions is 99.9% (“Availability Target”). “Service Period” means 24 hours per day Monday through Sunday each calendar month that Customer receives the Solutions, excluding Sundays between 12:00 AM and 12:00 PM Eastern Time for scheduled maintenance. During this time, Customers may experience intermittent interruptions. CentralSquare will make commercially reasonable efforts to minimize the frequency and duration of these interruptions and CentralSquare will notify the Customer if the entire maintenance window will be required.
- 2.2. **Support Terms.** Beginning on the Execution Date and continuing for twelve (12) months thereafter (“Initial Support Term”), CentralSquare shall provide the ongoing Support Services described herein for the corresponding Fees outlined in Exhibit 1. Upon expiration of the Initial Support Term, ongoing Support Services shall automatically renew, with customer paying for additional annual support periods, each a (“Renewal Support Term”). This renewal will continue until termination of this Agreement provided that, CentralSquare shall not give notice of termination if it would be effective prior to a period equal to two times the Agreement’s Initial Term.
- 2.3. **Measurement.** Service availability is measured as the total time that the Solutions are available during each Service Period for access by Customer (“Service Availability”). Service Availability measurement shall be applied to the production environment, and the points of measurement for all monitoring shall be the servers and the Internet connections at CentralSquare’s hosted environment. CentralSquare has technology monitoring, measuring, and recording Service Availability. The Customer, at their discretion, may also employ monitoring tools, not to override CentralSquare’s measurements for the purposes of calculating Service Availability. Additionally, the use must be:
  - 2.3.1.1. mutually agreed upon by CentralSquare and the Customer.
  - 2.3.1.2. paid, installed and maintained by the Customer.
  - 2.3.1.3. non-invasive and may not reside on CentralSquare’s systems.
- 2.4. **Calculation.** Service Availability for a given month shall be calculated using the following calculation:
  - 2.4.1. The total number of minutes which the service was NOT available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.
  - 2.4.2. Service Availability Targets are subject to change due to the variance of the number of days in a month.
  - 2.4.3. The total number of minutes which the service was NOT available in a given month shall exclude minutes associated with scheduled or emergency maintenance.
- 2.5. **Remedy.** If the Service Period target measurement is not met then the Customer shall be entitled to a credit calculated as follows:

Service Availability in the relevant Service Period	Percentage Reduction in Monthly Fee for the Subsequent Service Period
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

- 2.6. If not directly reported by CentralSquare, Credit entitlement must be requested by the Customer within sixty (60) days of the failed Target. Customer shall not be entitled to offset any monthly Solutions fee payments, nor withhold fee payments, on account of a pending credit. Customer shall not be eligible for credits for any period where Customer is more than thirty (30) days past due on their account. CentralSquare will provide reporting, showing performance and service levels.



**3. Server Performance & Capacity.**

- 3.1. CentralSquare shall provide sufficient server capacity for the duration of this hosting Agreement to meet the reasonable performance requirements for the number of concurrent system users provided for in this Agreement. If the Customer requests, at some later date, to add additional Solutions, increase user licenses, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply.
- 3.2. "In-network" is defined as any point between which the data packet enters the CentralSquare environment and subsequently departs the CentralSquare environment. Any point of communications outside of the CentralSquare protected network environment shall be deemed as "out-of-network." CentralSquare is not responsible for Internet connectivity and/or performance out-of-network.

**4. System Maintenance.**

- 4.1. Solutions maintenance and upgrades. CentralSquare will provide all hosted systems and network maintenance as deemed appropriate and necessary by CentralSquare. Maintenance and upgrades will be scheduled in advance with the Customer's primary contact if they fall outside of the designated hours set aside for this function of Sundays from 12:00AM to 12:00 PM.
- 4.2. Hardware maintenance and upgrades. Hardware maintenance and upgrades will be performed outside of the Customer's standard business hours of operation and the Customer will be notified prior to the upgrade.
- 4.3. Emergency maintenance. Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity. CentralSquare will attempt to notify the Customer promptly, however if no contact can be made, CentralSquare management may deem it necessary to move forward with the emergency maintenance.

- 5. **Incident Response.** Incidents are defined as interruptions to existing service and can range in priority from urgent to low depending on the impact to the Customer. CentralSquare will make commercially reasonable efforts to respond to Solutions incidents for live production systems using the following guidelines:

Priority Level	Impact	Description	Performance Target	Minimum Performance Goal %
1	Urgent	An Incident that results in loss of Customer connectivity to all of the Solutions or results in loss, corruption or damage to Customer's Data.	CentralSquare will respond within 1 hour of the issue being reported.	95%
2	Critical	An Incident that has an adverse material impact on the performance of the Solutions or materially restricts Customer's day-to-day operations.	CentralSquare will respond within 2 hours of the issue being reported.	95%
3	Non-Critical	An Incident that does not result in a failure of the Solutions but a fault exists that restricts the Customer's use of the Solutions.	CentralSquare will respond within 4 hours of the issue being reported.	95%
4	Minor	An Incident that does not affect or which has minimal adverse impact on the use of the Solutions.	CentralSquare will respond within 24 hours of the issue being reported.	95%

- 5.1. Measurement. CentralSquare shall track and report on response and resolution time for application and hosting support issues identified by the Customer.

- 6. **Disaster Recovery.** CentralSquare provides disaster recovery services for Solutions. The costs for these disaster recovery services are included in the monthly fees. In the event that a disaster renders the Customer's data center is inaccessible or rendered non-functional, CentralSquare will provide the ability to connect to the appropriate data center using software provided by

CentralSquare . This will allow the Customer to connect to their systems from a remote site to the previously identified critical functions, however functionality may be diminished due to lack of access to hardware and/or software located in the Customer's facilities.

**7. Exceptions.** CentralSquare shall not be responsible for failure to carry out its service and maintenance obligations under this Agreement if the failure is caused by adverse impact due to:

- 7.1. defectiveness of the Customer's environment, Customer's systems, or due to Customer corrupt, incomplete, or inaccurate data reported to the Solutions, or documented Defect.
- 7.2. denial of reasonable access to Customer's system or premises preventing CentralSquare from addressing the issue.
- 7.3. material changes made to the usage of the Solutions by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solutions.
- 7.4. a force majeure event, or the negligence, intentional acts, or omissions of Customer or its agents.

**8. Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved.

**9. Service Requests.** Service requests are new requests that will take less than 8 hours to accomplish. For new requests that require additional time, CentralSquare will prioritize these requests, and determine if extra time is needed to order equipment or software.

**10. Non-Production Environments.** CentralSquare will make commercially reasonable efforts to provide non-production environment(s) during Customer business hours. Non-production environments are not included under the metrics or service credit schedules discussed in this Exhibit.

10.1. Maintenance. All forms of maintenance to be performed on non-production environments will follow the exact structure and schedules outlined above in Section 3 for regular System Maintenance.

10.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled similar to production service requests.

### 11. Responsibility Summary Matrix.

Responsibility Summary Matrix		
Description	CentralSquare Responsibility	Customer Responsibility
ASP Server Hardware management	X	
ASP Server File system management	X	
ASP Server OS upgrades and maintenance	X	
ASP Database product upgrades and maintenance	X	
ASP third-party product upgrades and maintenance	X	
Application Update Installation		
Request to install application updates		X
Installation of application updates	X	
ASP Backup Management	X	
Data and or File restoration		
Request to restore data and or files		X
Restoration of data and or files	X	
Network		
ASP Network up to and including the router at CentralSquare 's location	X	
ASP Router at Customer's location	X	

Customer's network up to the router at Customer's location		X
Customer Workstations		X
System Performance	X	X
Add/Change users		
User add/change requests		X
User add/change implementation for System Access	X	
User add/change implementation for Solutions		X
Add/Change Printers		
Printer add/change requests		X
Printer add/change implementation on ASP network	X	
Printer add/change implementation for Solutions		X
Disaster Recovery	X	
Password Management	X	X
Application Management		
Application Configuration		X
Application Security Management		X
Accuracy and Control of Data		X
Security		
Intrusion and Penetration Testing	X	

**12. Virtual Private Network (VPN) Concentrator.** If Customer's desired system configuration requires the use of a VPN concentrator, including router, this will be provided by CentralSquare . It will reside at Customer's location but is, and shall remain the property of CentralSquare .

**13. Customer Cooperation.** Customer may be asked to perform problem determination activities as suggested by CentralSquare . Problem determination activities may include capturing error messages, documenting steps taken and collecting configuration information. Customer may also be requested to perform resolution activities including, for example, modification of processes. Customer agrees to cooperate with such requests, if reasonable.

**14. Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Solutions.

**15. Development Work.** The Support Standards do not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Solutions, except such work as may be specifically purchased and outlined in Exhibit 1. CentralSquare retains all Intellectual Property Rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.

## 16. Telephone Support & Support Portal

**16.1. Hours.** CentralSquare shall provide to Customer, Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9"). CentralSquare shall provide to Customer, during the Support Hours, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. This support shall be provided by CentralSquare at Customer location(s) if and when CentralSquare and Customer agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the Solutions or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation and related services at CentralSquare's standard professional services rates. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for



CentralSquare to perform its obligations under this Agreement, including remote access to the Specified Configuration

- 16.2. Releases. Customer shall promptly install and/or use any Release provided by CentralSquare to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Solutions shall be furnished by means of new Releases of the Solutions and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.
- 16.3. Case Number. Measured from the moment a Case number is created. As used herein a "Case number" is created when a) a CentralSquare support representative has been directly contacted by Customer either by phone, in person, or through CentralSquare's online support portal, and b) when CentralSquare's support representative assigns a case number and conveys that case number to the Customer.

## EXHIBIT 3

### Travel Expense Guidelines

CentralSquare will adhere to the following guidelines when incurring travel expenses:

**All arrangements for travel are to be made through the CentralSquare Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.**

**AIR TRAVEL** – CentralSquare will use the least expensive class of service available with a minimum of fourteen (14) day, maximum of thirty (30) day, advance purchase. CentralSquare shall provide the travel itinerary as the receipt for reimbursement of the airfare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

**LODGING** –CentralSquare will use the most reasonable accommodations possible, dependent on the city. Customer will reimburse the current IRS approved per diem rate for all hotel accommodations applicable for the area. All movies, phone/internet and food/beverage service charges are not reimbursable.

**RENTAL CAR** – Compact or Intermediate cars will be required unless there are three or more CentralSquare employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however, pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. CentralSquare shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the CentralSquare auto insurance policy. Fines for traffic violations are not reimbursable expenses.

**OTHER TRANSPORTATION** – CentralSquare staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

**OTHER BUSINESS EXPENSES** – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the Customer site are reimbursable. Tipping is not reimbursable. Porter tips are not reimbursable. Laundry is not reimbursable. Receipts shall be provided to Customer upon request for all of the aforementioned items.

**MEALS** – Standard per Diem for the applicable area. Subject to change due to cost of living.

## EXHIBIT 4

### Minimum Insurance Requirements

#### Insurance

During the performance of this Agreement, Contractor shall maintain in full force and effect the following insurance coverages:

2. Commercial General Liability Insurance: (County Resolution No. 90674) Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:
  - a. Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, in the minimum amount of \$1,000,000.
  - b. An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from CentralSquare's product(s) and/or the services provided under this contract;
  - c. A provision that said insurance shall be primary and other insurance maintained by the County shall be excess only and not contributing with Contractor's insurance; and
3. CentralSquare shall provide Customer with any termination notice issued by its carrier. Data Processing Errors and Omissions Insurance: Contractor shall maintain either a professional liability or errors & omissions policy in an amount of no less than \$1,000,000, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.
4. Cyber Liability Insurance: Without limiting any of the obligations or liabilities of Contractor, Contractor shall carry and maintain, at its own expense including any applicable deductibles or retentions, as long as respective, applicable statute(s) of limitation or repose are in effect relating to the specific purposes of this Agreement, Cyber Liability insurance with limits of not less than \$2 million for each occurrence and an annual aggregate of \$2 million covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.
5. Automobile Liability Insurance: (County Resolution No. 90676) For each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:
  - a. Liability protection for death or bodily injury to a person or persons, property damage combined single limit coverage, in the minimum amount of \$1,000,000.
  - b. An endorsement including County as an additional insured under said policy, with respect to claims or suits arising from the Services provided under this Agreement;
  - c. A provision that said insurance shall be primary and other insurance maintained by the Buyer shall be excess only and not contributing with Seller's insurance; with the exception of the Errors and Omissions/Cyber policy
6. Worker's Compensation: (County Resolution No. 90674) Before commencing to utilize employees in providing Services under this Agreement, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor. CONTRACTOR shall maintain said policy or self insurance as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to the County.
7. Miscellaneous Insurance Provisions: (County Resolution No. 90675) All policies of insurance required by this Agreement shall remain in full force and effect throughout the life of this Agreement and shall be payable on a "per occurrence" basis unless the County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage

and if Contractor changes insurance carriers during the term of this Agreement or any extensions hereof, then Contractor shall carry prior acts coverage.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Agreement. Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Agreement shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Agreement, or both.



EXHIBIT 5  
Scope of Work

# Statement of Work

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# 1.0 Executive Summary

## Introduction

This document is the Statement of Work (SOW) for the software upgrade of CentralSquare Technologies (CentralSquare) financial software, FinancePLUS version 5.0 (FinancePLUS) to CentralSquare's Public Administration Suite Professional software. The upgrade is solely for Nevada County, CA (the "Customer"). CentralSquare will provide implementation services identified in the Agreement and as further described in this SOW to assist the Customer in upgrading their existing version of their financial software. This SOW outlines the services agreed to between CentralSquare and the Customer, as well as establishes responsibilities for each party related to the services furnished following execution of the Agreement. The SOW is an attachment incorporated as part of the Agreement signed by CentralSquare and the Customer, and all actions directed herein shall be performed in accordance with the Agreement.

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- This SOW is intended to be a planning and control document, not the detailed requirements or design of the solution.

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## Project Assumptions

- CentralSquare is implementing a Commercially Available Off-the-Shelf (COTS) solution. Existing customs include in quote for conversion.
- Customer and CentralSquare will collaboratively develop a detailed and fully integrated project plan and schedule. Any significant or material changes to the project, once the project plan is finalized, will follow the Change Control process as described in this SOW.
- Customer and CentralSquare expect that this SOW may be modified from time to time as mutually agreed, given that CentralSquare may be provided or may obtain a more thorough understanding of Customers' existing policies, practices, and operations through the planning and discovery process.
- The proposed services in this SOW include project management, installation, implementation, training, consulting, and other services work necessary for the project as described in this SOW and representing a best good faith estimate based on knowledge at time of the proposal.
- Customer and CentralSquare agree to work together to review any custom scripts or other custom development used today in the FinancePLUS software. Customer and CentralSquare will work to eliminate all custom scripts, stored procedures, and other customizations as part of the migration to the Finance Professional software. By doing so this will assist in streamlining this and software upgrades in the future.
- The Customer will form an internal Project Team, including a project manager, and will make their Project Team members available for meetings, consulting and training sessions, discussions and conference calls, and other related project tasks or events upon request by CentralSquare.
- Customer will provide adequate training space and computers for training throughout the project. The training rooms will include a CentralSquare-specified number of fully functioning networked computers which meet the required CentralSquare hardware standards. The Customer is responsible for ensuring training facilities are fully prepared for each training sessions. CentralSquare offers additional Technical Support services and can amend this SOW to include them at the customer's request.
- Customer is responsible for ensuring training facilities are fully prepared for each training session. CentralSquare may consider alternative meeting options such as WebEx, video conferencing, remote desktop, and conference calls when appropriate.
- Both the Customer and CentralSquare will furnish resources with appropriate skills and experience to handle the roles and responsibilities outlined in this SOW.
- CentralSquare is not responsible for quality of existing Customer data or for the correction or resolution of data quality issues unless previously agreed upon.

- Customer understands that some functions/features are different or have been removed from previous versions of FinancePLUS.
- Customer will test all normal business processes in the Finance Professional software application after the training and prior to the final Go Live. CentralSquare will support and troubleshoot issues with the Customer during this testing.

## 2.0 Scope Overview

The purpose of this project is to migrate the Customer's current FinancePLUS software to a COTS software, CentralSquare's Public Administration Suite Professional software modules, to improve the Customer's existing administrative processes and to take advantage of industry best practices that best leverage the software applications. The project scope is comprised of the software and services identified in the Agreement and further described throughout this SOW. Anything not specifically designated in the SOW should be considered out of scope and not part of this project.

### Services Scope

The following outlines the proposed services for the project management, installation, configuration, training, testing, and other services work necessary for the implementation of the Public Administration Suite Professional and represents a good-faith estimate based on our knowledge at time of the Agreement.

#### Service Description

Engagement	High Level Tasks	Key Deliverables
Planning/Project Initiation/Analysis	Completion of this following tasks are accomplished remote visits: <ul style="list-style-type: none"> <li>• Kick-Off meeting</li> <li>• Formal discovery sessions at start of project</li> <li>• Detailed scope and contract review               <ul style="list-style-type: none"> <li>○ Discovery/design and workflow review</li> <li>○ Conversion scope review</li> </ul> </li> <li>• Assignment of project team and identify key team members</li> <li>• Identify improvement opportunities through a workflow analysis</li> <li>• Collaboratively develop a roadmap that drives implementation</li> </ul>	<ol style="list-style-type: none"> <li>1. Project Management Plan</li> <li>2. Integrated Project Schedule</li> <li>3. Communication Plan</li> <li>4. Implementation Guide</li> </ol>
Monitoring and Control/ Configuration	Remote installation tasks consisting of the following: Software installation Application installation Network architecture review  Comprehension design and configuration task for the software solution: Creation of workflow Report development System configuration Data converted	<ol style="list-style-type: none"> <li>5. Monthly Status Report</li> <li>6. Issues Log</li> <li>7. Risk Register</li> </ol>

Engagement	High Level Tasks	Key Deliverables
	Third-party software Integration  Remote Data Conversion and Testing: After initial data load occurred within respective processes, CentralSquare will upload the subsequent rounds of corrected Customer provided legacy extract files into "software"	
Testing	Shared responsibilities for the following tasks: System validation Application tests Integration testing Parallel testing  Completion of the following tasks are accomplished through distance learning sessions: End user training System administration training	8. Test Workbook
Deployment/ Closeout	Tasks to be completed at or near the end of the implementation project: Mock Go Live/readiness review Go Live activities Post Go Live support Complete project documentation Transition to support team Transition to customer success manager	9. Go Live Plan 10. Services to Support/CSM Project Closeout Report

**Service Assumptions**

- CentralSquare is implementing a Commercially Available Off-the-Shelf solution.
- Customer and CentralSquare expect that this SOW may be modified from time to time as mutually agreed, given that CentralSquare may be provided or may obtain a more thorough understanding of Customer's existing policies, practices, and operations through the post-contract planning and discovery process.
- Customer and CentralSquare will jointly develop the detailed and fully integrated project plan and schedule. Any significant or material changes to the project, once the project plan is finalized, may result in the need for a change order.
- Customer may obtain the services of an additional consultant to provide project review, advice, and consultation at their own cost. CentralSquare will make every attempt to cooperate with the efforts of this consultant within the context of Customer's participation, deliverable review, and approval timeframes identified within this SOW and the Agreement.
- Both the Customer and CentralSquare will furnish resources with appropriate skills and experience to handle the roles and responsibility described in this SOW.
- CentralSquare is not responsible for quality of Customer's legacy data or for the correction or resolution of data quality issues unless previously agreed upon.

**Customer Responsibilities**

- Customer will change business processes as necessary to maximize efficiencies in the Public Administration Suite Professional.
- Customer will make resources available to assist as needed to fulfill the responsibilities herein.
- Customer will form a Project Team and will make their Project Team members available for meetings; consulting and training sessions; discussions and conference calls; and, other related project tasks or events requested by CentralSquare, or as indicated in the project plan.



- Customer Project Team members will respond to information requests from CentralSquare staff in a timely manner as to minimize delays in the project.
- Customer Project Manager, Project Team, Subject Matter Experts, and other key personnel (as determined by Customer) will participate in the Kick-Off Meeting.
- Customer will cooperate with CentralSquare Project Manager to develop a mutually agreeable schedule and agenda for the workflow discovery.
- Customer will review recommendations in the Workflow Analysis Report and attend the scheduled presentation of the findings. Customer will submit written questions or requests for clarification/revision to the CentralSquare Project Manager within five (5) business days of the presentation.
- Customer will participate in planning activities (conference calls, emails) with CentralSquare Application Installation Consultant and Technical Lead.
- Customer will provide access to servers as required for CentralSquare Technical Lead and Application Installation Consultant to perform installation tasks.
- Customer will designate a representative as the Project Team's Project Manager. The Project Manager will be the primary point of contact for project coordination throughout the project.
- Customer will provide adequate training space and computers for the scheduled training throughout the project. The training spaces will include fully functioning networked computers, meeting the required CentralSquare hardware standards. CentralSquare may consider alternative meeting options such as WebEx, video conferencing, remote desktop, and conference calls when appropriate.
- Customer will act as the primary point of contact with non-CentralSquare third parties, including other vendors, state agencies, and local agencies that control products and/or databases with which CentralSquare products are to be interfaced.
- Customer will provide expertise in third-party data, data mapping, and data validation.
- Customer will be responsible for validating all data transferred into the Public Administration Suite Professional and data transferred from Public Administration Suite Professional into other third-party applications.
- Customer will be responsible to get the legacy data "conversion ready", meaning it is clean (duplicates, typos, missing information, etc. have been corrected) and in a format that CentralSquare can read for import purposes (Excel spreadsheet, for example).
- Customer staff will provide a Customer data dictionary or equivalent documentation to facilitate mapping data elements between the legacy system and Public Administration Suite Professional databases. If sufficient documentation is not available, Customer will need to provide screenshots of the legacy system to assist in mapping data elements.
- Customer application owners will participate in testing activities.
- Customer will provide verification and validation of the converted data into the designated non-production environment according to the Test Plan.
- Approval to proceed: Customer will provide sign off of the converted data set in a non-production environment, approving the cycle to be completed in a production environment.
- Customer will identify and schedule appropriate personnel to attend training.
- Customer will complete all tasks on the Customer Go Live preparation checklist in the designated timeframes.
- Customer Project Manager and other key personnel (as determined by Customer) provide support and assistance throughout Go Live event.
- Customer will provide sign off of the converted data set into the production environment.

#### **Out of Scope**

- Development of ad hoc reports.
- Modifications to baseline reports, forms, web pages.

## **Project Management and Governance**

CentralSquare will provide a Remote Project Manager (RPM) who will manage the software migration project and work closely with the Customer project lead to oversee the project. Throughout the project, the RPM will keep the project organized from the CentralSquare perspective, on schedule and on budget.

### **Responsibilities**

#### **CentralSquare:**

- Lead Project
- Project Plan and Schedule
- Open Items Log
- Weekly Status Call with Agenda

#### **Customer:**

- Attend and participate in project kickoff
- Provide organization schedule for CentralSquare PM to complete project plan
- Participate in weekly call with CentralSquare PM
- Test and validate the system timely to provide feedback in weekly calls

#### **Assumptions:**

- The Customer and CentralSquare Project Manager's will coordinate project team members, subject matter experts, and the overall implementation schedule.
- Both CentralSquare and Customer will assign Project Manager's with the requisite skills and leadership authority within the organization to effectively accomplish the goals and complete the scope of the services in this SOW. CentralSquare has included RPM hours to cover a 3-4 month project. If the project runs over the allotted RPM hours the Customer may contract for additional hours.
- Customer will participate in weekly project team calls with CentralSquare's Project Manager.
- Customer is responsible for completing the Go Live checklist no less than 30 days before each Go Live event to ensure full testing has occurred and the customer organization is ready for Go Live.

The parties agree that the individuals designated in the final Project Schedule are essential to the services offered pursuant to this Agreement. To ensure expedient remediation of any issues that may arise during the implementation process, the Customer and CentralSquare will use the following escalation procedure:

- All communication regarding the project directed to CentralSquare's Project Manager and the Customer's Project Manager must remain consistent. Regularly scheduled project status meetings maintain open communication between the CentralSquare Project Manager and Customer Project Manager.
- All issues or concerns are to be openly and actively discussed between CentralSquare's Project Manager and the Customer's Program and Project Manager prior to any escalation.
- If issues begin to interfere with the progression of the implementation project, the Customer and/or CentralSquare should escalate challenges to CentralSquare management in the sequence below:

## **Communication**

### **Project Status Cadence Meetings**

Project status cadence meetings, scheduled as determined by the CentralSquare and Customer Project Managers, establish the status of the project; achievements over a defined iterative period, risk mitigation, issue review, and assurance of awareness of upcoming activities. Continuity in the meeting schedule is critical to early intervention of risks and issues.

### **Project Status and Issues/Risks Reporting**



In addition to the regularly scheduled Project Status Meetings, the CentralSquare Project Manager provides two key types of reports as part of the Communication Plan.

- The Project Status Report, distributed to key stakeholders at a frequency to be determined based on the needs of the Customer (typically bi-weekly or monthly), summarizes milestones completed, as well as recent and upcoming project activity.
- The Issues Log, updated continually by the CentralSquare Project Manager, tracks entry and management of project issues identified by CentralSquare or the Customer. Log entries include status updates, action items, and responsibilities of both parties. Risks and issues tracking log adjustments are mutual agreement by the CentralSquare and Customer Project Manager.

The Customer and CentralSquare agree that the individuals designated in the final project plan are essential to the services offered pursuant to this Agreement. The Customer and CentralSquare should anticipate challenging issues to arise throughout the implementation process due to the nature and complexity of projects of this type. For expedient remedying of challenging issues, the Customer and CentralSquare will use the following dispute resolution process.

All communication regarding the project directed to CentralSquare's Project Manager and the Customer's Project Manager maintain consistent communication between the parties. Regularly scheduled project status meetings maintain open communication between the CentralSquare and Customer Project Manager.

- All issues or concerns are to be openly and actively discussed between CentralSquare's Project Manager and the Customer's Project Manager prior to any escalation.
- If issues begin to interfere with the progression of the implementation project, the Customer and/or CentralSquare Project Manager should escalate challenges to senior management representatives in the sequence below, as needed:

**CentralSquare:**

Escalation to CentralSquare management is as follows:

<b>Name and Role</b>	<b>Phone</b>	<b>Email</b>
Michael DiOrio, Sr. Director of Professional Services	407-304-3024	<a href="mailto:Michael.DiOrio@CentralSquare.com">Michael.DiOrio@CentralSquare.com</a>
George Slyman, Sr. Director of Professional Services	360-303-9362	<a href="mailto:George.Slyman@CentralSquare.com">George.Slyman@CentralSquare.com</a>
Mike Poth, VP Professional Services	703-328-0979	<a href="mailto:Mike.poth@central.square.com">Mike.poth@central.square.com</a>

**Customer**

Customer will provide escalation personnel to CentralSquare Project Manager during Kick-Off phase of the project.

**Change Requests and Changes to this Statement of Services**

The Customer and CentralSquare may request a change to the services outlined in this SOW by following the process outlined in this section.

Either party may request changes in scope. Such a request is honored by the parties only if it becomes a formal Change Order. Customer will work with CentralSquare to document all requested changes in a change request form.

The change order will provide sufficient detail including the following.

- Detailed description of resources (both Customer and CentralSquare) required to perform the change.
- Specifications if applicable
- Implementation plans
- Schedule for completion
- Verification and approval criteria
- Impact on current milestones and payment schedule
- Additional milestones (if applicable)
- Impact on project goals and objectives
- Price

Either CentralSquare or Customer management may propose a change by submittal of a Change Request to the other party. The other party has five (5) business days (or as mutually agreed upon) to determine whether it agrees to the Change Request. If both parties agree to the Change Request, the change will become a Change Order documented and signed by both parties. If agreement to pursue a Change Order does not occur in five (5) business days of the initiation of the Change Request (or as mutually agreed upon), it is assumed that the Change Request has been rejected and any remaining issues will be identified on the Issues Log and/or follow the above-mentioned dispute resolution process.

## Installation

CentralSquare and Customer will conduct the following Installation as part of this project.

Tasks	Name	Description	Customer Role	CentralSquare Role
1.	Installation	Initial creation of Customers environment for Public Administration Suite Professional software in CentralSquare's Cloud.	<ul style="list-style-type: none"> <li>• Attend Discovery Call</li> </ul>	<ul style="list-style-type: none"> <li>• Discovery Call</li> <li>• Complete install and data migration</li> </ul>
2.	Test Account Creation	Test Account Creation is the creation of the test account which is cloned from the pre-production environment.	<ul style="list-style-type: none"> <li>• Validate Account</li> </ul>	<ul style="list-style-type: none"> <li>• Create Test Account</li> </ul>

## Assumptions

- CentralSquare will install the Public Administration Suite Professional software into our Public Government Cloud environment, managed by our Cloud services team centers and provide access to the Customer through a standard URL. We will also provide a VPN device to access the URL to secure Customer required third-party integration identified for this project.
- CentralSquare will complete all installation remotely.
- CentralSquare will create one (1) Production Account and one (1) Test Account as part of the Agreement. Additional accounts will require additional hours added under separate quote by mutual written agreement at CentralSquare's prevailing rates.
- System Administrative training comes standard with all the Public Administration Suite Professional installations which will be completed remotely. CentralSquare will train Customer on doing a data refresh from Production to other environments as part of admin training.

## Data Migration and Conversion



CentralSquare will migrate the Customer's existing FinancePLUS databases into the Finance Professional data structure. Price includes two (2) conversion routines:

1. The first data migration will occur at the initial delivery for Customer training and testing. Any issues with migrated data must be reported to CentralSquare at the conclusion of the initial testing period, which will be defined by the Project Schedule that will be negotiated by the Customer and the CentralSquare project manager.
2. The second data migration will occur at Go Live. The existing FinancePLUS database must be provided to CentralSquare by no later than 9:00 AM EST on the scheduled conversion date.

**Any alterations made to the existing FinancePLUS database by the Customer during migration will result in additional charges to correct.**

**Assumptions:**

- Customer understands that the data migration is for the existing FinancePLUS configuration as provided to CentralSquare on date of install.
- Customer to fully test the system prior to Go Live per the project schedule.
- Customer will be responsible for providing remote network access to CentralSquare.
- Any delays in the project schedule caused by the Customer may result in additional charges.
- The Customer must track any alterations made to their existing production FinancePLUS database while testing the Finance Professional data structure and apply those changes (as needed) to the Finance Professional data structure with the guidance of CentralSquare.
- Customer will provide IT support, as requested by CentralSquare, to affect changes to the Customer environment in support of this project.
- Any delays in the negotiated project schedule caused by the Customer may result in additional charges.

**Modules Included**

BI Analytics PLUS Multi Data Source	PLUS Employee Access Center
Four Js Compiler	Four Js Runtime
PLUS Finance Custom Mod.	PLUS Financial Accounting
PLUS Fixed Assets	PLUS Treasury System
PLUS Human Resources Payroll	PLUS Position Control
PLUS State Reporting	PLUS Central Receipting
PLUS Workflow Center	Optio ECI

**Consulting and Training**

CentralSquare will provide the following consulting and training:

*Power Users:*

CentralSquare will provide training to powers users of the FinancePLUS applications. These are power users in each core functional area. The goal of this training is to review new features, processes, and differences between the existing FinancePLUS and the Public Administration Suite Professional data structure. Immediately after training the Customer should plan to put the knowledge to work by testing the migrated software applications.

*Go Live Support*

CentralSquare will provide Go Live support (remote).

*System Administration*

CentralSquare is including system administration training. The goal of this training is to train your Administrators on system maintenance and the Analytics report writing tools.



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- Below is a breakdown of proposed consulting and training hours:

### **Responsibilities**

#### **CentralSquare:**

- Agendas – One week prior to scheduled session.
- Distance Learning Log – Within one week of completion of training.
- Tracking and updating the consultants and trainer's schedules.
- Updating the overall project schedule.

#### **Customer:**

- Attend Training
- Complete Homework (if applicable)
- Review and Sign Distance Learning Log
- Development of agency specific End User Guides (if applicable)

### **Assumptions:**

- Unless otherwise noted all training are expected to be conducted remotely.
- This project takes a train the trainer approach. CentralSquare will train the Customer Power users and the core users will train end users (if applicable) prior to going live. This includes creating Customer specific manuals if necessary. If Customer requests CentralSquare to conduct end user training, additional hours will be required and will be added to the proposal by mutual written agreement at CentralSquare's prevailing rates.
- Students will have sufficient basic knowledge of Customers current business processes and use of FinancePLUS.

## **Quality Assurance Testing**

CentralSquare provides services for one (1) round of testing review for each migrated application as part of this SOW. The intent of this support is to assist the Customer in resolving any items found during the testing of Public Administration Suite Professional. CentralSquare included 8 hours of testing support. If additional testing hours are required, Customer will need to contract for additional hours.

Customer agrees and is responsible for completing testing of all aspects of Public Administration Suite Professional. This includes but is not limited to the following:

- All business processes including
  - Reports
  - Security
  - Interfaces (if applicable)
  - Forms
- **Responsibilities**
  - **CentralSquare:**
    - Support Customer in testing
    - Troubleshoot testing issues
    - Resolve issues related to testing per support standards

#### **Customer:**

- Customer will define testing scenarios specific to Customer operations as needed for testing.
- Customer application owners will participate in testing activities.

**Assumptions:**

- Customer is expected to start the testing shortly after the power user training provided by CentralSquare.

**Report Development**

Customer will have access to CentralSquare's standard sample reports for the Public Administration Suite Professional applications.

**Assumptions:**

- Customer understands that the format/details of the Public Administration Suite Professional applications reports may vary from the FinancePLUS reports.

**Go Live**

Go-Live planning starts at least one (1) month prior to the scheduled Go-Live. CentralSquare Customer will prepare a plan to delineate responsibilities, timelines for Go-Live tasks, and a communications plan specific to the Go-Live activities.

**Responsibilities****CentralSquare:**

- Complete final data migration from production
- Create test account after Go Live
- Support Customer during the days after Go Live
- Assist in resolving issues as necessary

**Customer:**

- Train Customer End Users if required
- Complete final Go Live discovery call with CentralSquare technician
- Complete data validation after final Go Live data migration

**Project Closeout**

The CentralSquare Project Manager will conduct a project closeout call with the Customer, a member of the Product Support Team, and the Customer's Customer Success Manager. The project closeout will include a report summarizing the project and any remaining open issues. This should be no later than 30 days after Go-Live.

The report will include the following:

- Overall Summary of the project
- Summary of project budget
- Remaining tasks, training, or other deliverables (if applicable)
- Future implementation plans (if applicable)
- CentralSquare recommendations for future application features (if applicable)
- CentralSquare follow-up

**Responsibilities****CentralSquare:**

- CentralSquare will deliver a draft report to Customer
- Upon receipt of Customer's comments, prepare a final Closeout Report
- Conduct closeout call

**Customer:**

- Customer will review draft report from CentralSquare and provide comment
- Sign final Closeout Report
- Participate in closeout call