

**AMENDMENT NO. 1**  
*to*  
**AGREEMENT**  
*between*  
**THE CITY OF COCONUT CREEK**  
*and*  
**CENTRAL SQUARE TECHNOLOGIES, LLC**  
*for*  
**VARIOUS LEGACY SOFTWARE LICENSES, SERVICES, AND SUPPORT**  
**(Single Source)**

THIS AMENDMENT NO. 1 to the SINGLE SOURCE AGREEMENT (“Amendment No. 1”) between the City of Coconut Creek (“CITY”) and CentralSquare Technologies, LLC (“Contractor”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, in order to amend certain aspects of the SINGLE SOURCE AGREEMENT entered into by the parties on June 24, 2021.

**WITNESSETH:**

**WHEREAS**, the parties entered into the SINGLE SOURCE AGREEMENT between the City and Contractor on June 24, 2021 (“Master Agreement”) setting forth specific terms and conditions; and

**WHEREAS**, through this Amendment No. 1, the parties agree to add additional products and services consistent with Section 3 of the Master Agreement which requires City Commission approval for any individual order representing a value of \$50,000 or more; and

**WHEREAS**, the City desires to expand its use of Contractor’s Public Safety Software solutions by purchasing additional perpetual licenses, e.g. ONESolution Software Licenses, the associated annual maintenance for those licenses, and professional services; and

**WHEREAS**, the combined total value for the purchase of the additional licenses, first-year annual maintenance, and professional services is one hundred seventy-seven thousand, nine hundred fifty-five dollars and zero cents (\$177,955.00), and such order must be formally approved consistent with Section 3 of the Master Agreement; and

**WHEREAS**, the updated listing of the City’s purchased products and maintenance services is hereby ratified by the parties through this Amendment No. 1 which adopts the new Exhibit 1-1, renaming the exhibit to “Cost Summary,” that will form a part of Exhibit “A” to the Master Agreement, attached hereto and incorporated herein; and

**WHEREAS**, the parties agree that the City hereby cancels its Annual Subscription Service Licenses, specifically “Crimemapping.com” and “IQ – CrimeView Dashboard,” at the conclusion of the current annual subscription term ending on September 30, 2022, and thereupon the parties agree that Exhibit B, “Subscription Services License & Use Agreement,” within the Master Agreement, is automatically deleted in its entirety, as no longer applicable to the parties; and

**WHEREAS**, in addition, the parties desire to update the Master Agreement to reflect recent changes to State law relating to all local government service contracts; and

**WHEREAS**, the parties intend that all terms and conditions as stated in the Master Agreement, except as amended by this Amendment No. 1, shall remain in full force and effect and be subject only to the amendments contained herein.

Now therefore, in exchange of good and sufficient consideration, the parties hereby agree to the following terms and conditions:

- 1) The recitations referred to above are hereby incorporated herein. Language changes to the Master Agreement as provided in this Amendment No. 1 are depicted as follows: words in strike through type are deletions from existing text; words in underscored type are additions to existing text; and a line of asterisks (\*\*\*) indicates existing text is not shown.
- 2) The parties desire to amend the Master Agreement by repealing and replacing, it in its entirety, Exhibit 1, "Maintenance Cost Summary," with the renamed Exhibit 1-1, "Cost Summary," attached hereto and incorporated herein. The parties agree that this Amendment No. 1 adopts Exhibit 1-1 of Exhibit "A" to the Master Agreement, and sets forth all of the City's current licenses and annual maintenance, as well as the enumerated new licenses to be purchased hereunder. All references throughout the Master Agreement to Exhibit 1 will be read to mean Exhibit 1-1.
- 3) The parties desire to update the Master Agreement with mandatory provisions for all service contracts under newly enacted Florida laws. In order to add these provisions, new paragraphs in sequential order will be added to the end of the Master Agreement and provide as follows:

**20. Agreement Subject to Funding**

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Coconut Creek in the annual budget for each fiscal year of this Agreement, and is subject to termination without any penalty due to lack of funding.

**21. Gratuities and Kickbacks**

**21.1 Gratuities**

It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.

**21.2 Kickbacks**

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor any person associated therewith, as an inducement of the award of a subcontract or order.

**21.3 Contract Clause**

The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation therefore.

**22. Trade Secrets and Proprietary Confidential Business Information**

Documents submitted by Contractor which constitute trade secrets as defined in Section 812.081, Fla. Stat., as amended from time to time, or proprietary confidential business

information as defined in Section 119.0713(4), as amended from time to time, and which are clearly marked or stamped as confidential by the Contractor at the time of submission to the City, will not be subject to public access. However, should a requestor of public records challenge Contractor's interpretation of the term "trade secrets" or "proprietary confidential business information," Contractor must provide a separate written indemnification and release guarantee, as approved by the City Attorney or designee, to the City to support its claim that the alleged trade secrets or proprietary confidential business information actually constitutes same as defined by law. Contractor must demonstrate the need for confidentiality of the documentation by showing a business advantage or an opportunity to obtain an advantage if the documentation was released. Otherwise, Contractor is required to timely seek a protective order in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, to prevent the City's release of the requested records.

**23. E-Verify Requirements.**

Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor as a Vendor/Consultant/Contractor of the City acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- i. All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- ii. All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Coconut Creek.

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Fla. Stat., as amended.

**24. Antitrust Violations; Denial or Revocation under Section 287.137, Fla. Stat.**

Pursuant to Section 287.137, Fla. Stat., (enacted under Chapter 2021-32, Laws of Florida) effective July 1, 2021, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of

this Agreement, at the option of the City consistent with Section 287.137, Fla. Stat., as amended.

- 4) The Master Agreement and this Amendment No. 1 contain all agreements, promises or understandings between City and Contractor, and no verbal or oral agreements, promises or understandings shall be binding upon either the City or Contractor in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Master Agreement and/or this Amendment No. 1 shall be void and ineffective unless made in writing and signed by the parties. In the event any provision of the Master Agreement and/or this Amendment No. 1 is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Master Agreement and/or this Amendment No. 1.
- 5) All remaining provisions of the Master Agreement, not inconsistent with this Amendment No. 1, shall remain in full force and effect, and shall remain binding on the parties hereto. In the event of a conflict between the terms and conditions of this Amendment No. 1 and the terms and conditions of the Master Agreement, the terms and conditions of this Amendment No. 1 shall govern.

IN WITNESS WHEREOF, the parties have made and executed this Amendment No. 1 to the Master Agreement on the respective dates under each signature; CITY OF COCONUT CREEK, through its City Manager or designee and CENTRALSQUARE TECHNOLOGIES, LLC, signing by and through its David Zolet, President, duly authorized to execute same.

**CITY OF COCONUT CREEK**

ATTEST:

\_\_\_\_\_  
Karen M. Brooks, City Manager      Date

\_\_\_\_\_  
Joseph J. Kavanagh, City Clerk      Date

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Terrill C. Pyburn, City Attorney      Date

[Signatures of Contractor to follow]

AMENDMENT NO. 1 to AGREEMENT  
between THE CITY OF COCONUT CREEK and CENTRALSQUARE TECHNOLOGIES, LLC for  
VARIOUS LEGACY SOFTWARE LICENSES, SERVICES, AND SUPPORT  
(Single Source)

**CONTRACTOR**

ATTEST:

CentralSquare Technologies, LLC  
\_\_\_\_\_  
Company Name

\_\_\_\_\_  
(Corporate Secretary)

\_\_\_\_\_  
Signature of President/Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type/Print Name of Corporate Secy.

\_\_\_\_\_  
Type/Print Name of President/Owner

**CORPORATE ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_:

:SS

COUNTY OF \_\_\_\_\_:

I HEREBY CERTIFY The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_(year), by \_\_\_\_\_(name of person) as \_\_\_\_\_(type of authority, e.g. officer, trustee, attorney in fact) for CentralSquare Technologies, LLC.

\_\_\_\_\_  
Signature of Notary Public  
State of Florida at Large

\_\_\_\_\_  
Print, Type or Stamp  
Name of Notary Public

- Personally known to me or
- Produced Identification

# EXHIBIT 1-1

## of EXHIBIT “A” to SINGLE SOURCE AGREEMENT

### Cost Summary

**Customer has previously purchased and currently owns the perpetual licenses to the following Solutions: ONESolution, CommunityPLUS, and FinancePLUS. The Support and Maintenance fees for these products are quantified below.**

#### Public Administration Software Maintenance

	<b>Application – Perpetual Licenses Currently Owned by Customer</b>	<b>Qty</b>	<b>Number of concurrent Users</b>	<b>Current Annual Maintenance Period 10/1/2022- 9/30/2023</b>
1	PLUS - Community Dev Custom Mod Annual Maintenance Fee - CNT GCPUB 2011-6568: Modify UB System to Run ACH by Route Group	1	N/A	\$ 1,230.25
2	PLUS - Finance Custom Mod Annual Maintenance Fee - FCCNT109 - HRM: Modify Optio Payroll Check Stub	1	N/A	\$ 294.11
3	PLUS - Community Dev Custom Mod Annual Maintenance Fee - CNT GCPUB 2011-543: Print Bills For Service Charges Only	1	N/A	\$ 941.15
4	PLUS Work Orders-Annual Maintenance Fee	1	N/A	\$ 4,941.03
5	MKS SQL Annual Maintenance Fee*	1	N/A	\$ 553.92
6	PLUS Financial Accounting Annual Maintenance Fee	1	N/A	\$ 9,100.37
7	PLUS Human Resources Payroll Annual Maintenance Fee	1	N/A	\$ 6,287.49
8	PLUS Position Control-Annual Maintenance Fee	1	N/A	\$ 1,323.69
9	PLUS Utility Billing Annual Maintenance Fee	1	N/A	\$ 5,727.49
10	PLUS Miscellaneous Billing Annual Maintenance Fee	1	N/A	\$ 2,068.28
11	PLUS Central Receipting Annual Maintenance Fee	1	N/A	\$ 1,590.94
12	PLUS Permitting Annual Maintenance Fee	1	N/A	\$ 8,973.89
13	PLUS Code Enforcement Annual Maintenance Fee	1	N/A	\$ 3,909.89
14	PLUS Business Licensing Annual Maintenance Fee	1	N/A	\$ 4,154.21
15	PLUS - Community Dev Custom Mod - Annual Maintenance Fee RCD10FO - A:Itemized Bill Print	1	N/A	\$ 3,308.45
16	PLUS - Community Dev Custom Mod - Annual Maintenance Fee RCD10FL - AC:Utility Bills to ASCII file	1	N/A	\$ 1,985.04
17	PLUS - Community Dev Custom Mod - Annual Maintenance Fee RCD10ZX - CNT-RM:Modify so posting goes to JE	1	N/A	\$ 2,497.53
18	PLUS - Finance Custom Mod Annual Maintenance Fee - Annual Maintenance Fee FCFDD07XK - HRM: Custom Paycheck	1	N/A	\$ 2,341.42
19	PLUS - Finance Custom Mod Annual Maintenance Fee - Annual Maintenance Fee FCFDD07W5 - PUR:Addl Requisition Approval Levels	1	N/A	\$ 4,063.69
20	PLUS - Finance Custom Mod Annual Maintenance Fee - Annual Maintenance Fee CNT GPFAM 2011-542: Modify Optio PO to Print Site-Specific Terms & Conditions on Reverse	1	N/A	\$ 313.71
21	Four Js Compiler Annual Maintenance Fee*	1	N/A	\$ 2,090.74
22	Four Js Runtime Annual Maintenance Fee*	1	50**	\$ 3,484.00
23	Optio ECI Annual Maintenance Fee*	1	N/A	\$ 2,403.61
24	PLUS - Zoning and Development Annual Maintenance Fee	1	N/A	\$ 0.00
	<b>Total</b>			<b>\$ 73,584.90</b>

\*Third party products resold by CentralSquare. Fees and availability subject to change. In the event that third party costs to CentralSquare increase at a rate over and above CentralSquare’s support fee increase of 5% CentralSquare will charge the City this increased rate on a direct pass-through billing basis. Back-up or supporting documentation will be provided to the City in the event of any rate increases.

\*\*Signifies the quantity of perpetual licenses owned by the City based on previous purchases. The Support and Maintenance fees associated with each perpetual license among this group may vary depending on the date that the perpetual license was originally purchased and the annual multiplier historically applied.

[Exhibit 1-1 continues onto next page]

**Public Safety Software Maintenance**

	Application – Perpetual Licenses Currently Owned by Customer	QTY	Number of Concurrent Users	Current Annual Maintenance Period 10/1/2022-9/30/2023
1	ONESolution Accident Annual Maintenance Fee	1	N/A	\$ 1,766.12
2	ONESolution Accident Wizard Annual Maintenance Fee	1	12**	\$ 1,814.10
3	ONESolution Accident Wizard Base Server License Annual Maintenance Fee	1	N/A	\$ 1,255.35
4	ONESolution Barcoding Hand-Held Client License Annual Maintenance Fee	1	2**	\$ 511.92
5	ONESolution Barcoding Server License Annual Maintenance Fee	1	N/A	\$ 557.12
6	<del>ONESolution Crime Analysis Plus Annual Maintenance Fee (Cancelled)</del>	<del>4</del>	1	<del>\$ 2,531.40</del>
7	ONESolution Document Scanning and Storage Annual Maintenance Fee	1	N/A	\$ 2,462.72
8	ONESolution Field Contacts Annual Maintenance Fee	1	N/A	\$ 1,060.91
9	ONESolution Florida Accident Repository Interface Annual Maintenance Fee	1	N/A	\$ 1,302.05
10	ONESolution Intelligence Annual Maintenance Fee	1	N/A	\$ 1,593.86
11	ONESolution MFR Client Annual Maintenance Fee	1	8**	\$ 2,353.53
12	ONESolution MFR Client Annual Maintenance Fee	1	40**	\$ 10,120.07
13	ONESolution MFR Client Annual Maintenance Fee	1	23**	\$ 5,637.48
14	ONESolution MFR Client Annual Maintenance Fee	1	1**	\$ 237.96
15	ONESolution MFR Client Annual Maintenance Fee	1	4**	\$ 951.86
16	ONESolution MFR Client Annual Maintenance Fee	1	4**	\$ 888.53
17	ONESolution MFR Client Annual Maintenance Fee	1	11**	\$ 1,940.40
18	ONESolution MFR Client-Accident Reporting Annual Maintenance Fee	1	12**	\$ 2,374.52
19	ONESolution MFR Client-Accident Reporting Annual Maintenance Fee	1	11**	\$ 970.20
20	ONESolution MFR Client-Arrest Annual Maintenance Fee	1	11**	\$ 727.65
21	ONESolution MFR Client-Citation Annual Maintenance Fee	1	56**	\$ 6,250.56
22	ONESolution MFR Client-Citation Annual Maintenance Fee	1	11**	\$ 970.20
23	ONESolution MFR-Arrest Affidavit Custom Form Annual Maintenance Fee	1	40**	\$ 1,509.98
24	ONESolution Mobile Field Reporting Server Annual Maintenance Fee	1	N/A	\$ 6,360.76
25	ONESolution Mobile Server Software Annual Maintenance Fee	1	N/A	\$ 7,772.85
26	ONESolution Notification Annual Maintenance Fee	1	N/A	\$ 3,015.74
27	ONESolution Parking Ticket Administration Annual Maintenance Fee	1	N/A	\$ 1,766.12
28	<del>ONESolution Police-to-Citizen Annual Maintenance Fee (Cancelled)</del>	<del>4</del>	1	<del>\$ 1,923.92</del>
29	ONESolution Police-to-Police Annual Subscription Fee	1	N/A	\$ -
30	ONESolution Property & Evidence Annual Maintenance Fee	1	N/A	\$ 1,766.12
31	ONESolution Quartermaster Annual Maintenance Fee	1	N/A	\$ 981.53
32	ONESolution Records Management System Annual Maintenance Fee	1	N/A	\$ 11,306.58
33	ONESolution RMS Training Module Annual Maintenance Fee	1	N/A	\$ 1,442.29
34	ONESolution State/NCIC Messaging Software Annual Maintenance Fee	1	N/A	\$ 5,767.22
	<b>Total</b>			<b>\$ 87,436.30</b>

**Combined Total of Public Administration and Public Safety Annual Maintenance Fees for FY23: \$161,021.20.**

**Note:**

**Public Safety Add-On License Purchased & Payable per Invoice No. 356108; Expressed here for clarification of new Customer product purchased by previous Sales Order (Less than \$50k value)**

	Application – New Perpetual License Purchase Coordinated by Customer; Partial Payment in June 2022 (PO # 210490); Commencement of Use beginning on Oct. 1, 2022	Qty	Price per Unit (License + 1 <sup>st</sup> Year Maintenance)	Extended Price
35	ONESolution CAD Resource Monitor Display License With Maps	4	1200 + 300 = \$1,500.00	\$ 6,000.00

[Exhibit 1-1 continues onto next page]

**New Add-On Licenses Purchased and Payable under AMENDMENT NO. 1 to SINGLE SOURCE AGREEMENT (\$50k value or more)**

	Application – New Perpetual Licenses to be Purchased by Customer	Qty	Price per Unit (License + 1 <sup>st</sup> Year Maintenance)	Extended Price
1	ONESolution MCT Client-Digital Dispatch License Fee	123	640 + 160 = \$800.00	\$98,400.00
Note:	(113 FOR POLICE DEPT; 10 FOR FIRE DEPT)			
2	ONESolution MFR Client-License License Fee	22	640 + 160 = \$800.00	\$17,600.00
3	ONESolution MFR Client-Accident Reporting License Fee	36	320 + 80 = \$400.00	\$14,400.00
4	ONESolution MFR Client-Accident Wizard License Fee	47	152 + 38 = \$190.00	\$8,930.00
5	ONESolution MFR Client-Arrest Affidavit License Fee	39	160 + 40 = \$200.00	\$7,800.00
6	ONESolution MFR Client-Arrest License Fee	68	240 + 60 = \$300.00	\$20,400.00
7	Tablet Command Interface License Fee	1	6000 + 1500 = \$7,500.00	\$7,500.00
	*Services (Non-recurrent) for Tablet Command Interface; Description: Project Management Services & Technical Services (Fixed 1x Fees)	N/A	Professional Services: 585 + 2340 = \$2,925.00	\$2,925.00

**Total Value of Amendment No. 1 Expenditure = \$177,955.00.**

**Note – The above new fees are due 100% upon execution of Amendment No. 1.** As noted, the above new purchase pricing includes 1<sup>st</sup> year annual maintenance (commencing October 1, 2022 through September 30, 2023). Subsequent Annual Maintenance Billing for these new licenses will be for the 2<sup>nd</sup> year of maintenance with a term starting on Oct. 1, 2023 through Sept 30, 2024; and so on and so forth as provided pursuant to the terms and conditions of the Agreement.

**PAYMENT TERMS:**

Support & Maintenance Fees

The Support & Maintenance fees will be billed to the Customer on an annual basis covering a period starting from October 1 through and including September 30 (the Customer’s fiscal year). Payment of fees shall be due within thirty (30) days after the Customer’s receipt of an invoice for same during that covered period. CentralSquare shall continue to provide Customer with Maintenance of these products until termination notice is provided in accordance with Section 3 of the Single Source Agreement. Annual maintenance fees are subject to increase at 5% annually.

ANCILLARY FEES

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.

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.

Commencing after the execution of the Single Source Agreement, 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 the highest rate permitted under applicable law, whichever is lower; 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.

**Professional Services:**

Note: Pricing for Professional Services is a good faith estimate based on the information available to CentralSquare at the time of execution of this Agreement. The total amount that Customer may pay for these services can vary based on the actual number of hours required to complete the services. If required, additional services will be memorialized in an Ordering Document and provided on a time and materials basis at hourly rates equal to CentralSquare’s then-current list price rates for the services at issue, and specifically authorized by Customer prior to starting the additional work.