

AMENDMENT ONE TO INDEPENDENT CONTRACTOR AGREEMENT
FOR PROFESSIONAL SERVICES

This Amendment One (this "Amendment") to the Independent Contractor Agreement for Professional Services entered into by and between CentralSquare Technologies, LLC ("CentralSquare"); and Consolidated Fire Agencies ("Confire") effective March 31, 2020 (the "Agreement"), is effective as of the last date of signature below. Except as modified herein, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between this Amendment and the Agreement, the terms of this Amendment shall control.

NOW, THEREFORE, the Parties agree as follows:

1. Confire is granted an additional Tellus UNIFY license which it will extend to the AMR San Bernardino under the terms of the Agreement.
2. The scope of the Agreement is hereby expanded to include the granting of products and services to AMR San Bernardino as stated in the Quotation attached as Exhibit A to this Amendment One.
3. Also incorporated with this Amendment is Exhibit B, Pricing Assumptions.

EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AMENDMENT AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

CONSOLIDATED FIRE AGENCIES

CENTRALSQUARE TECHNOLOGIES

Accepted By (Signature)

Accepted By (Signature)

Printed Name

Printed Name

Title

Title

Date

Date

**Exhibit A
Quotation**

Quote #: Q-41059
Quote expires on: June 30, 2021

Quote prepared for:
Mike Bell
Confire JPA
1743 W. Miro Way
Rialto, CA 92376-8630
(909) 356-3841

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
CAD-to-CAD Unify (OnPrem) License Fee	1	70,875.00	70,875.00
		Software Total	70,875.00 USD

WHAT SERVICES ARE INCLUDED?

DESCRIPTION	TOTAL
Public Safety Project Management Services - Fixed Fee	8,800.20
Public Safety Training Services - Fixed Fee	3,360.05
Public Safety Technical Services - Fixed Fee	29,055.00
Public Safety Development Services - Fixed Fee	10,400.19
Public Safety Consulting Services - Fixed Fee	6,045.00
	Services Subtotal 57,660.44 USD
	Discount - 148.50 USD
	Services Total 57,511.94 USD

QUOTE SUMMARY

Software Subtotal	70,875.00 USD
Services Subtotal	57,660.44 USD
Quote Subtotal	107,400.00 USD
Discount	- 148.50 USD
Quote Total	128,386.94 USD

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	\$13,125.00
FIRST YEAR SUBSCRIPTION TOTAL	\$0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

This Quote is not intended to constitute a binding agreement. The terms herein shall only be effective once incorporated into a definitive written agreement with CentralSquare Technologies (including its subsidiaries) containing other customary commercial terms and signed by authorized representatives of both parties.

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 this quote has 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. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [] No []

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____



EXHIBIT B
to INDEPENDENT CONTRACTOR AGREEMENT
FOR PROFESSIONAL SERVICES

Pricing Assumptions

Statement of Work Reference. This Pricing Schedule corresponds with the included Statement of Work (SOW).

Statement of Work Deliverables: All Deliverables in the Statement of Work are included in the price detailed below. The first-year Cloud/Hosted fees, implementation fees, and technical services are included in this price.

Out of Scope Configuration and Implementation Services: All Configuration and Implementation Services requested by CONFIRE during this project that fall outside the scope of the referenced statement of work will be at a labor rate of \$1,600/day plus travel expenses (cost plus 20%) and the current per diem rate for the area as defined by GSA.

- a) Any day requiring travel to, travel from, or presence at or near the customer's location will incur a full 8-hour day of labor for each person.
- b) All out of scope Configuration and Implementation Services will be agreed upon in advance in writing through a change order and will be billable to CONFIRE immediately following the completion of the said Configuration and Implementation Services. The terms of payment are subject to terms of the Software License Agreement.

Milestones and Payments. The project timeline will follow the milestones and payment terms in the following section. CONFIRE agrees to the following milestones and payment terms.

The first Maintenance payment and Cloud Hosted Fees are due twelve (12) months from the Effective Date or initial Go Live whichever occurs first.

The escrow set up fee of \$250.00 is due prior to deposit of the software on the date of Go Live. The recurring annual escrow fee of \$950 will be due on the date of Go Live and will be billed along with the Maintenance Fees annually thereafter.

Hardware. All prerequisite computer hardware, system software, peripherals, network components, etc., not included in the proposed pricing, will be provided by CONFIRE according to CentralSquare's recommended standards and according to the agreed Statement of Work and Project Schedule. 100% of Third-Party Hardware is due at time of order.

CentralSquare does not propose services on an hourly basis. Should CONFIRE require additional post-implementation effort due to add-ons or customization the parties shall follow the Change Order process.

For agencies purchasing a CAD connection (Aware, Notify, or Unify), a site license of Portal is included. Any agency/entity that doesn't purchase a CAD connection can purchase Portal licenses at \$500 per license/user plus \$100 annual maintenance; agencies using a CentralSquare CAD can access this at no charge.



Agencies using CentralSquare CAD can receive the Aware CAD connection without a licensing fee, but professional service fees still apply.

In general, agencies that want to upgrade their connection and licensing (i.e. Aware to Unify or Notify to Unify) will only need to pay for the difference in the upgraded license. Professional service fees will apply.

Travel Expenses are due as incurred.

Pricing for professional services provided under this quote is a good faith estimate based on the information available at the time of execution. The total amount may vary based on the actual number of hours of services required to complete the services. If required, additional services can be provided on a time and materials basis at CentralSquare's then-current hourly rates for the services at issue. For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

- The responsible party for the milestone payments on this project and subsequent annual maintenance will be CONFIRE.
- CentralSquare shall invoice CONFIRE for Fees due under this Agreement.
- All invoices will be due forty-five (45) days after invoice receipt. Invoices for Subscription Fees, Professional Services Fees, hardware, or third-party items will be issued according to the Payment Milestones defined in the Agreement and applicable attachments.
- CONFIRE agrees to pay CentralSquare all undisputed Fees of any invoice(s) within forty-five (45) days of receipt of the invoice.
- The invoice will also include any and all applicable sales, use and other taxes for which CONFIRE is responsible.

If CONFIRE is a tax-exempt entity, Customer shall provide CentralSquare with proof of such exemption upon execution of this Agreement. (Taxes will be invoiced for activity until an exemption is received by CentralSquare.)

For convenience, the total project price is shown divided among three agencies, however CONFIRE remains responsible for the entire amount of this contract.

Pricing for Optional Items are valid for thirty (30) months after the execution date.



COMPENSATION & PAYMENT SCHEDULE

		Milestone Payments				
No.	Milestone	Description	License Pct.		Services Pct.	
1	Contract Execution	Contract is fully executed	50%	\$82,500.00	10%	\$16,360.50
2	Software License Delivery	Electronic access to software installation files or software license certificate is delivered to the customer	50%	\$82,500.00	0%	N/A
3	Discovery Phase	Onsite kick-off meeting during which the project overview, deliverables, and schedule are presented			20%	\$32,721.00
4	Delivery & Acceptance of Requirements	Project Plan is delivered by Company and accepted by Customer			20%	\$32,721.00
5	Build Phase - installation & Config	Hub software is installed on Customer server environment CAD connection(s) are configured Connected CAD data is visible using Portal			20%	\$32,721.00
6	Training	Training (System Administrators and train-the-trainer) is complete			10%	\$16,360.50
7	CAD Testing	End-to-end testing between CAD systems is complete			10%	\$16,360.50
8	Post Go-live	At the successful conclusion of the Reliability Period			10%	\$16,360.50
Total			100%	\$165,000.00	100%	\$163,605.00
9	Cloud/Hosted Annual Access Fees	Due twelve (12) months from the Effective Date or initial Go Live whichever occurs first.				\$90,000.00
10	Escrow Setup Fee	Due prior to deposit of the software on the date of Go Live				\$250.00
11	Escrow Annual Fee	Due on the date of Go Live and will be billed along with the Maintenance Fees annually thereafter.				\$950.00
12	Maintenance	Due twelve (12) months from the Effective Date or initial Go Live whichever occurs first.				\$37,500.00
TOTAL						\$457,305.00



COST DETAIL: SOFTWARE & SERVICES

License Fees & Maintenance

Product Name	Quantity	License Fee	Maintenance
Unify – Agency 1	1	55,000.00	12,500.00
Unify – Agency 2	1	55,000.00	12,500.00
Unify – Agency 3	1	55,000.00	12,500.00
Total		165,000.00	37,500.00

Cloud/Hosted Fees

Product Name	Quantity	Amount
Unify – for up to ten (10) Agencies (CAD Connections)	1	90,000.00
Total		90,000.00

Escrow Fees

Product Name	Quantity	Amount
Escrow Setup Fee TTZ	1	250.00
Escrow Recurring Fee	1	950.00
Total		1,200.00

Professional Services

Installation & Configuration

Product Name	Quantity	Amount
Unify – Agency 1	1	2,975.00
Unify – Agency 2	1	2,975.00
Unify – Agency 3	1	2,975.00
Total		8,925.00

Development & Conversion

Product Name	Quantity	Amount
Unify Development – Agency 1	1	10,400.00
Unify Development – Agency 2	1	10,400.00
Unify Development – Agency 3	1	10,400.00
Total		31,200.00

Technical Services

Product Name	Quantity	Amount
Unify Technical Services – Agency 1	1	29,000.00
Unify Technical Services – Agency 2	1	29,000.00
Unify Technical Services – Agency 3	1	29,000.00
Total		87,000.00

Training

Product Name	Quantity	Amount
Unify Training – Agency 1	1	3,360.00
Unify Training – Agency 2	1	3,360.00



Unify Training – Agency 3	1	3,360.00
Total		10,080.00

Project Management

Product Name		Amount
Unify Project Management – Agency 1	1	8,800.00
Unify Project Management – Agency 2	1	8,800.00
Unify Project Management – Agency 3	1	8,800.00
Total		26,400.00

Total Professional Services 163, 605.00

SUMMARY

Product/Service	Amount
License Fees	165,000.00
Cloud/Hosted Annual Access Fees	90,000.00
Escrow Fees	1,200.00
Professional Services	163, 605.00
Net Maintenance	37,500.00
Total with Maintenance	457, 305.00



Optional Items:

Per Additional Agency: Applies to 4th – 10th Agencies/CAD Systems

License Fees & Maintenance:

Product Name	Quantity	License Fee	Maintenance
Unify (CAD Connection)	1	57,750.00	13,125.00
Notify (CAD Connection)	1	52,250.00	11,875.00
Aware (CAD connection)	1	20,000.00	7,500.00
Aware Portal (no CAD connection)	1	500.00	100.00

Professional Services: Per Agency Unify or Notify:

Professional Services Installation & Configuration – Per Agency

Product Name	Amount
Unify or Notify	5,950.00

Development & Conversion – Per Agency

Product Name	Amount
Unify or Notify Development	10,400.00

Technical Services – Per Agency

Product Name	Amount
Unify or Notify Technical Services	29,000.00

Training – Per Agency

Product Name	Amount
Unify or Notify Training	3,360.00

Project Management – Per Agency

Product Name	Amount
Unify or Notify Project Management	8,800.00

Total Professional Services 57,510.00

Professional Services: Aware with CAD Connection:

Professional Services Installation & Configuration – Per Agency

Product Name	Amount
Aware Installation	5,950.00

Technical Services – Per Agency

Product Name	Amount
Aware Technical Services	24,800.00



Training – Per Agency

Product Name	Amount
Aware Training	2,560.00

Project Management – Per Agency

Product Name	Amount
Aware Project Management	6,400.00

Total Professional Services	39,710.00
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