

AMENDMENT ONE TO
AGREEMENT BETWEEN THE CITY OF KINGSPORT TENNESSEE AND
CENTRALSQUARE TECHNOLOGIES, LLC

This Amendment One (this “Amendment”) to the Agreement between the City of Kingsport, TN on behalf of the Kingsport Police Department (“Customer”) and CentralSquare Technologies, LLC (“CentralSquare”) with an effective date of December 16, 2020 (“Agreement”) is entered into and effective as of the last date of signature below (“Effective Date”). In the event of a conflict or inconsistency between this Amendment and the Agreement, the terms of this Amendment shall control. Customer and Contractor may be referenced as each a “Party”, and together “Parties”.

WHEREAS, the Parties hereto desire to amend the Agreement on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Agreement.

2. Amendments to the Agreement. As of the Effective Date, the Agreement is hereby amended or modified as follows:

(a) Customer and CentralSquare acknowledge and agree that the following items are removed from the agreement including all related payments, services, implementation, and support obligations:

- (i) Administration
- (ii) Jail Extend
- (iii) Mobile Records
- (iv) Records (Core + Advanced)
- (v) Personal (Advanced)
- (vi) Portal
- (vii) Field Ops
- (viii) CDP
- (ix) Citizen Reporting

- (x) Records – TN Crime Reporting interface
- (xi) Records – N-DEx adapter interface
- (xii) Mapping – TAIP AVL interface
- (xiii) VisionAir Records Data Conversion
- (xiv) HTE Records Data Conversion
- (xv) Watson RMS Data Conversion
- (xvi) Pro Suite eCitations
- (xvii) Records OmniCourt interface
- (xviii) Pro Suite Accident Reporting
- (xix) Records TN TITAN Accident Reporting interface
- (xx) Mugshot Camera Package (Canon EOS Rebel) Hardware
- (xxi) Barcode Scanner and Printer Pack (Wasp) Hardware
- (xxii) Wristband Printer, Laminator & Scanner Package (Primera, Wasp) Hardware

(b) Exhibit C, Payment Schedule, of the Agreement is hereby modified to account for the removal of these items and provide updated payment terms accordingly as detailed by Attachment 1 of this Amendment.

3. Limited Effect. Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import will mean and be a reference to the Agreement as amended by this Amendment.

4. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

(a) It has the full right, power, and authority to enter into this Amendment and to perform its obligations hereunder and under the Agreement as amended by this Amendment.

(b) The execution of this Amendment by the individual whose signature is set forth at the end of this Amendment on behalf of such Party, and the delivery of this Amendment by such Party, have been duly authorized by all necessary action on the part of such Party.

(c) This Amendment has been executed and delivered by such Party and constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

5. Miscellaneous.

(a) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement.

(b) This Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the last date written below.

CITY OF KINGSPORT, TN

**CENTRALSQUARE
TECHNOLOGIES, LLC**

Accepted By (Signature)

Accepted By (Signature)

Printed Name

Printed Name

Title

Title

Date

Date

ATTACHMENT 1

The following revised payment schedule accounts for \$277,316.94 being removed from the project and includes a credit in the amount of \$135,418.47 applied to the Completion of BPR Milestone.

Services due upon Completion of BPR	\$8,810.78
Services due upon Go Live	\$96,152.82
Services due upon completion of Services detailed in Quote#34621	\$150.00

Commencing one year after the System reaches “Go Live,” an annual maintenance fee of \$87,931.65 and an annual subscription fee of \$8,977.50 will be due. Thereafter, the annual maintenance and subscription fees shall increase by an amount not to exceed 5% from the prior year.

