From: Michael Higgins
Sent: Monday, December 19, 2022 4:02 PM
To: Elizabeth Elleson <cityattorney@johnsoncitytx.org>
Cc: Rick Schroder <rschroder@johnsoncitytx.org>
Subject: CentralSquare: Contract Request Assigned: Johnson City PD, TX - Pro Suite (Access to Blanco Co)

Hello Elizabeth,

Hope you had a good weekend. Thank you again for your help through the process. We have an issue that is totally our fault. A portion of the deal is the electronic ticketing system called VP2. I was just told that the system requires its own contract vehicle. Would you please review the document and let us know how you want to proceed and incorporate. There is no rush on this and it is not holding up the implementation project. Pricing doesn't change. We apologize for this extra step.

If we don't speak, have a wonderful holiday,

Mike

Michael Higgins

Account Executive

CENTRALSQUARE

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FIRST AMENDMENT TO
AGREEMENTS FOR
SOFTWARE LICENSE AND SERVICE AND
ACCESS AND USE OF SOFTWARE with the
CITY OF JOHNSON CITY, CENTRALSQUARE TECHNOLOGIES, LLC
AND BLANCO COUNTY

This First Amendment to Software License and Service Agreement ("Agreement") is made and entered into, by and between the City of Johnson City, Texas ("City"; "Licensee") a Type A General-Law municipality, and CentralSquare Technologies, LLC ("CentralSquare"; "Licensor"), individually "Party", and collectively "the Parties".

RECITALS

WHEREAS, on December 8, 2022, the City Council of the City approved and the Parties entered into that Agreement for the purchase and use by the City of several software package products including "VP2-Citations" from CentralSquare; and

WHEREAS, the Parties desire to include additional support and operational protocols specific to the VP2-Citations software.

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

Section 1.   First Amendment to Software License and Service Agreement

A. Section 1.2 of the Agreement is amended by adding a new subsection, renumbering the section, and to read as follows (underlined text is new subsection):

1.2   Use of Software by City-Licensee

    a. Use and operation of the License and services by the City shall be governed by the terms and conditions outlined in the Software License and Service Agreement dated March 13, 2018 between Blanco County and CentralSquare, formerly Zuercher Technologies ("Master Contract"), attached hereto as Exhibit B and incorporated fully herein. To the extent that the terms and conditions in this Agreement differ from or conflict with the terms and conditions contained in the Master Contract, the provisions contained herein shall supersede and control.

    b. In addition, use and operation of the VP2-Citations Software by the City shall be governed also by the terms and conditions outlined in "Exhibit D Support Addendum for VP2-Citations" and "Exhibit E Scope of Work for VP2-Citations", each attached hereto and incorporated fully herein.

B. The remainder provisions and terms of the Agreement shall remain in place and unchanged.

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IN WITNESS WHEREOF, the undersigned Parties have executed this First Amendment to the Agreement on the dates indicated below, with this Amendment to be effective as of the date of the last signature.

CITY OF JOHNSON CITY, TEXAS
P.O. Box 369
303 E. Pecan Drive
Johnson City, Texas 78636

_____   Date: _____
Rhonda Stell, Mayor

Attest:

_____   Date: _____
Whitney Walston, City Secretary

CENTRALSQUARE TECHNOLOGIES, LLC
1000 Business Center Dr.
Lake Mary, FL 32746

_____   Date: _____
Signature

_____
Printed Name

_____
Title

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EXHIBIT D
Support Addendum
For VP2-Citations

SOFTWARE SUBSCRIPTION SUPPORT

Support Standards

With respect to CentralSquare's support obligations, CentralSquare will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Solution identified in Exhibit A in accordance with the following guidelines with the time period to be measured beginning with the first applicable CentralSquare "Telephone Support" hour occurring after CentralSquare's receipt of the Notification:

"Notification" means a communication to CentralSquare's help desk by means of: (i) CentralSquare's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with CentralSquare's then-current policies and procedures for submitting such communications.

1. **System Maintenance.**

    1.1. <u>Software maintenance and upgrades.</u> 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.

    1.2. <u>Hardware maintenance and upgrades.</u> 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.

    1.3. <u>Emergency maintenance.</u> 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.

2. **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 Software incidents for live remote based production systems using the following guidelines:

Priority	Description	Response Goal	Resolution Goal
Urgent 1	A support issue shall be considered **Urgent** when it produces a Total System Failure; meaning CentralSquare's Solution is not performing a process that has caused a complete work stoppage.	Within 60 minutes of the issue being reported and a resolution planned within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, CentralSquare has a

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			stated goal to resolve
Critical 2	A support issue shall be considered **Critical** when a critical failure in operations occurs; meaning CentralSquare's Solution is not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	Within two hours of the issue being reported and a resolution planned within five (5) days.	an urgent issue within 24 hours or provide a resolution plan with urgent issues within 24 hours of being reported.
Non-Critical 3	A support issue shall be considered **Non-Critical** when a non-critical failure in operations occurs; meaning CentralSquare's Solution is not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	Within four hours of the issue being reported.	A resolution plan will detail the steps necessary to understand and possibly resolve the
Minor 4	A support issue will be considered **Minor** when the issue causes minor disruptions in the way tasks are performed but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	Within 24 hours of the issue being reported.	issue.

Response timing is measured from the moment a Case number is created. As used herein a "Case number" is created when a) CentralSquare's support representative has been directly contacted by Customer either by phone, email, 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. Customer must provide remote access to its facility using a CentralSquare approved remote access client so that CentralSquare can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for CentralSquare staff and each session participant.

3. **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:

   3.1. defectiveness of the Customer's environment, Customer's systems, or due to Customer corrupt, incomplete, or inaccurate data reported to the Software, or documented Defect.

   3.2. denial of reasonable access to Customer's system or premises preventing CentralSquare from addressing the issue.

   3.3. material changes made to the usage of the Software 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 Software.

   3.4. a force majeure event, or the negligence, intentional acts, or omissions of Customer or its agents.

4. **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.

5. **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.

6. **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.

   6.1. 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.

   6.2. 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.

7. **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.

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8. **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.

9. **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 Software.

10. **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 Software, 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.

11. **Telephone Support & Support Portal**

Hours. CentralSquare shall provide to Customer, Monday through Friday, 8:00 A.M. to 5:00 P.M. EST phone number (954-354-3000) and live chat located on the CentralSquare Website, Customer's phone access excludes Federal holidays. 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 http://support.centralsquare.com. 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 Software 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.

12. **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 Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

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Exhibit E
Scope of Work
For VP2-Citations

Virtual Partner Engine - ReportBeam

IN SCOPE
1. Setup and configuration of the ReportBeam server
2. Deployment and configuration of the QuickCrash solution for creating crash reports/diagrams. The below lists are required for initial setup:
    a. Location list
    b. Officer list
    c. Agency list
3. Deployment and configuration of the QuickTicket with ReportBeam solution for issuing traffic citations. The below lists are required for initial setup:
    a. Violation list
    b. Street list
    c. Officer list
    d. Court list
    e. Agency list
4. Provision a Virtual Partner (VPE) license configured to parse data from the mobile data query returns
5. Remote training of the ReportBeam server and eTicket application for limited users (train-the- trainer).
6. Creation and deployment of the below data exports:
    a. Data export to local Municipal Court system (data schema pending)
    b. Data export to CAD and RMS systems (data schema pending)
    c. Standard Export to the State system (data schema pending)
7. Project Management throughout deployment.

OUT OF SCOPE
1. Travel to/from the Customer site. All work for this engagement will be completed remotely.
2. Changes to data obtained on the citation or crash form. No additional fields will be added to the form, nor any business rules modifications will be made to any existing fields.
3. Any modifications or customizations to other CentralSquare products.
4. Installation of CentralSquare products on Customer workstations. CentralSquare will provide implementation support for the installation of products on local workstations but will not perform the installations.

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