

**FOURTH AMENDMENT
TO AGREEMENT NUMBER 08-8901
WITH CENTRALSQUARE TECHNOLOGIES, LLC
FORMERLY, SUPERION, LLC**

This Fourth Amendment to Agreement number 08-8901, dated November 21, 2008 (“Agreement”), is made as of this _____ day of _____, 2022, by and between the City of Santa Rosa, a municipal corporation (“City”), and CentralSquare Technologies, LLC, a Delaware Limited Liability Company, as successor in interest to Superion, LLC (“Contractor”).

RECITALS

- A. City and Contractor entered into the Agreement for Contractor to provide software licensing, implementation services, and software maintenance support services for the City of Santa Rosa’s Finance / HR / Payroll system known as “IFAS.” The Agreement was subsequently amended via Amendment Nos. one, two and three.
- B. On September 5, 2018, Superion, LLC was merged with three other companies to form CentralSquare Technologies, LLC. As the successor in interest to Superion, LLC, CentralSquare, LLC assumes all of the interest and obligations in the Agreements made with the City, and City consents to the assumption of interest via “Assignment and Assumption of Agreement Number 00-8901 and Consent to Assignment” dated _____, 2022, attached hereto as Exhibit G.
- C. City and Contractor now desire to extend the agreement for an additional (5) five years, through November 30, 2027 for the primary software licensing, maintenance and support; and February 4, 2028 for MKS SQL and MicroFocus Server Express Runtime Annual Maintenance, in the total amount of \$753,638.21.

AMENDMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

- 1. CentralSquare, LLC, as the successor in interest, assumes all of the rights and interest in and to the Agreement and accepts delegation of all duties and obligations imposed upon Superion, LLC, under the Agreement from and after the Effective Date.
- 2. CentralSquare, LLC assumes all duties and obligations under the Agreement in favor of the City and agrees to perform the same on the same terms and conditions set forth therein from and after the Effective Date.
- 3. The City consents to the assumption of the duties and obligations under the Agreement by CentralSquare, LLC, on the same terms set forth therein from and after the Effective Date.

4. SCOPE OF SERVICES

Exhibit C-3, "Scope of Work and Compensation" is hereby added to this Amendment.

5. COMPENSATION

Section 4b of the Agreement is amended to increase the compensation payable to Contractor under the Agreement by Seven Hundred Fifty-Three Thousand, Six Hundred Thirty-Eight Dollars and Twenty-One cents (\$753,638.21), to read as follows:

"The total of all fees paid to Contractor for the satisfactory performance and completion of all services set forth in the Agreement shall not exceed the total sum of Four Million, Six-Hundred Fifty-Seven Thousand, Nine-Hundred Eighty-Nine Dollars and Sixty-One cents (\$4,657,989.61), for all components and third party maintenance fees for 19 years; the Agreement expiring February 4, 2028. The Chief Financial Officer is authorized to pay all proper claims from various Charge Numbers."

All other terms of the Agreement shall remain in full force and effect.

Executed as of the day and year first above stated.

CONTRACTOR:

CENTRALSQUARE, LLC
a Delaware Company

CITY OF SANTA ROSA
a Municipal Corporation

TYPE OF BUSINESS ENTITY (*check one*):

☐ Individual/Sole Proprietor
☐ Partnership
☐ Corporation
☒ Limited Liability Company
☐ Other (please specify: _____)

By: _____

Print Name: _____

Title: _____

Signatures of Authorized Persons:

APPROVED AS TO FORM:

By: _____

Print Name: _____

Title: _____

Office of the City Attorney

City of Santa Rosa Business Tax Cert. No.

____ N/A _____

Attachments: Exhibit C-3 – Scope of Work & Compensation
Exhibit G – Assignment & Assumption of Agreement



Code	Customer	Application	Qty	12/1/2022-11/30/2023	12/1/2023-11/30/2024	12/1/2024-11/30/2025	12/1/2025-11/30/2026	12/1/2026-11/30/2027	
6048LG	Santa Rosa, CA	ONESolution 7 x Form Designer Annual Maintenance Fee	1	\$ -	\$ -	\$ -	\$ -	\$ -	
6048LG	Santa Rosa, CA	ONESolution Accounts Payable Annual Maintenance Fee	1	\$ 7,821.45	\$ 7,977.88	\$ 8,376.77	\$ 8,795.61	\$ 9,235.39	
6048LG	Santa Rosa, CA	ONESolution Job/Project Ledger Annual Maintenance Fee	1	\$ 5,586.75	\$ 5,698.49	\$ 5,983.41	\$ 6,282.58	\$ 6,596.71	
6048LG	Santa Rosa, CA	ONESolution General Ledger Annual Maintenance Fee	1	\$ 13,966.88	\$ 14,246.22	\$ 14,958.53	\$ 15,706.46	\$ 16,491.78	
6048LG	Santa Rosa, CA	ONESolution Budgeting w/ Budget Item Detail Annual Maintenance Fee	1	\$ 7,821.45	\$ 7,977.88	\$ 8,376.77	\$ 8,795.61	\$ 9,235.39	
6048LG	Santa Rosa, CA	ONESolution Accounts Receivable Annual Maintenance Fee	1	\$ 5,586.75	\$ 5,698.49	\$ 5,983.41	\$ 6,282.58	\$ 6,596.71	
6048LG	Santa Rosa, CA	ONESolution Purchasing Annual Maintenance Fee	1	\$ 7,819.15	\$ 7,975.53	\$ 8,374.31	\$ 8,793.02	\$ 9,232.67	
6048LG	Santa Rosa, CA	ONESolution Contract Management Annual Maintenance Fee	1	\$ 5,586.75	\$ 5,698.49	\$ 5,983.41	\$ 6,282.58	\$ 6,596.71	
6048LG	Santa Rosa, CA	ONESolution Fixed Assets Annual Maintenance Fee	1	\$ 5,586.75	\$ 5,698.49	\$ 5,983.41	\$ 6,282.58	\$ 6,596.71	
6048LG	Santa Rosa, CA	ONESolution Stores Inventory Annual Maintenance Fee	1	\$ 5,586.75	\$ 5,698.49	\$ 5,983.41	\$ 6,282.58	\$ 6,596.71	
6048LG	Santa Rosa, CA	ONESolution Project Allocation Annual Maintenance Fee	1	\$ 5,586.75	\$ 5,698.49	\$ 5,983.41	\$ 6,282.58	\$ 6,596.71	
6048LG	Santa Rosa, CA	ONESolution Grants Management Annual Maintenance Fee	1	\$ 5,586.75	\$ 5,698.49	\$ 5,983.41	\$ 6,282.58	\$ 6,596.71	
6048LG	Santa Rosa, CA	ONESolution Payroll Annual Maintenance Fee	1	\$ 9,776.82	\$ 9,972.35	\$ 10,470.97	\$ 10,994.52	\$ 11,544.24	
6048LG	Santa Rosa, CA	ONESolution Human Resources Annual Maintenance Fee	1	\$ 9,776.82	\$ 9,972.35	\$ 10,470.97	\$ 10,994.52	\$ 11,544.24	
6048LG	Santa Rosa, CA	ONESolution Employee Online Annual Maintenance Fee	1	\$ 5,586.75	\$ 5,698.49	\$ 5,983.41	\$ 6,282.58	\$ 6,596.71	
6048LG	Santa Rosa, CA	ONESolution Click, Drag, and Drill Annual Maintenance Fee	1	\$ 9,113.40	\$ 9,295.67	\$ 9,760.46	\$ 10,248.48	\$ 10,760.90	
6048LG	Santa Rosa, CA	ONESolution Easy Laser Forms Annual Maintenance Fee	1	\$ 2,164.86	\$ 2,208.16	\$ 2,318.57	\$ 2,434.50	\$ 2,556.22	
6048LG	Santa Rosa, CA	ONESolution Documents Online Annual Maintenance Fee	1	\$ 5,586.75	\$ 5,698.49	\$ 5,983.41	\$ 6,282.58	\$ 6,596.71	
6048LG	Santa Rosa, CA	ONESolution Professional Development Annual Maintenance Fee	1	\$ 5,586.75	\$ 5,698.49	\$ 5,983.41	\$ 6,282.58	\$ 6,596.71	
6048LG	Santa Rosa, CA	ONESolution Cash Receipts Annual Maintenance Fee	1	\$ 3,555.14	\$ 3,626.24	\$ 3,807.56	\$ 3,997.93	\$ 4,197.83	
6048LG	Santa Rosa, CA	ONESolution Global Core-IFAS Annual Maintenance Fee	1	\$ 934.72	\$ 953.41	\$ 1,001.08	\$ 1,051.14	\$ 1,103.69	
6048LG	Santa Rosa, CA	Cognos BI: Base Bundle Multi-Data Source Annual Maintenance Fee	1	\$ 5,045.20	\$ 5,146.11	\$ 5,403.41	\$ 5,673.58	\$ 5,957.26	
Total				\$ 133,663.38	\$ 136,336.65	\$ 143,153.48	\$ 150,311.16	\$ 157,826.71	\$ 721,291.38
				1.02	1.02	1.05	1.05	1.05	

Code	Customer	Application	Qty	1/1/2023-12/31/2023	1/1/2024-12/31/2024	1/1/2025-12/31/2025	1/1/2026-12/31/2026	1/1/2027-12/31/2027	
6048LG	Santa Rosa, CA	MKS SQL Annual Maintenance Fee	1	\$ 184.30	\$ 193.51	\$ 203.19	\$ 213.35	\$ 224.01	
6048LG	Santa Rosa, CA	MKS SQL Annual Maintenance Fee	1	\$ 184.30	\$ 193.51	\$ 203.19	\$ 213.35	\$ 224.01	
6048LG	Santa Rosa, CA	MKS SQL Annual Maintenance Fee	1	\$ -	\$ -	\$ -	\$ -	\$ -	
6048LG	Santa Rosa, CA	MicroFocus Server Express Runtime Annual Maintenance Fee	1	\$ 4,289.63	\$ 4,504.11	\$ 4,729.32	\$ 4,965.78	\$ 5,214.07	
6048LG	Santa Rosa, CA	MicroFocus Server Express Runtime Annual Maintenance Fee	1	\$ 779.94	\$ 818.93	\$ 859.88	\$ 902.87	\$ 948.02	
Total				\$ 5,438.16	\$ 5,710.07	\$ 5,995.57	\$ 6,295.35	\$ 6,610.12	\$ 30,049.27
				1.02	1.05	1.05	1.05	1.05	

Code	Customer	Application	Qty	2/5/2023-2/4/2024	2/5/2024-2/4/2025	2/5/2025-2/4/2026	2/5/2026-2/4/2027	2/5/2027-2/4/2028	
6048LG	Santa Rosa, CA	MicroFocus Server Express Runtime Annual Maintenance Fee	1	\$ 415.80	\$ 436.59	\$ 458.42	\$ 481.34	\$ 505.41	
Total				\$ 415.80	\$ 436.59	\$ 458.42	\$ 481.34	\$ 505.41	\$ 2,297.56
				1.05	1.05	1.05	1.05	1.05	

\$ 753,638.21 5-year grand total

ASSIGNMENT AND ASSUMPTION OF
AGREEMENT NUMBER 08-8901 AND
CONSENT TO ASSIGNMENT

This Assignment and Assumption of the Agreement with Superior, LLC., Agreement Number 08-8901, dated November 21, 2008 (the "Agreement"), is made and entered into this _____ day of _____, 20____ ("Effective Date"), by and among Superior, LLC, a Delaware Limited Liability Company ("Assignor"), CentralSquare, LLC, a Delaware Limited Liability Company ("Assignee"), and the City of Santa Rosa, a municipal corporation ("City").

RECITALS

- A. The City entered into the Agreement with Assignor, attached hereto as Exhibit A, as amended by the First Amendment, dated August 31, 2012, attached hereto as Exhibit A-1, and as further amended by the Second Amendment, dated March 29, 2016, attached hereto as Exhibit A-2, and Third Amendment, dated April 3, 2019, attached hereto as Exhibit A-3.
- B. On _____, Assignor statutorily merged with and into Assignee, the surviving company from the merger.
- C. Assignor desires to assign and transfer that portion of its rights and obligations under the Agreement to Assignee, and Assignee now desires to assume those rights and obligations and to perform related duties under the Agreement as previously contracted by Assignor.
- D. The City desires to continue the Agreement and to consent to the assignment and assumption of the same from Assignor to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which of hereby acknowledged, the parties hereto agree as follows:

- 1. Assignor assigns all of its rights and interest in and to the Agreement and delegates to Assignee all of the duties and obligations imposed upon Assignor under the Agreement from and after the Effective Date.
- 2. Assignee assumes all duties and obligations under the Agreement in favor of the City and agrees to perform the same on the same terms and conditions set forth therein from and after the Effective Date.
- 3. The City consents to the assignment and assumption of the Agreement by Assignor to Assignee on the same terms set forth therein from and after the Effective Date.
- 4. Assignee agrees to indemnify Assignor from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from and related to the Agreement from and after the Effective Date.
- 5. Assignee agrees to indemnify City from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees, resulting from and related to Assignor's performance under the Agreement to the extent of Assignor's obligations to City under the Agreement, and subject to the terms of the Agreement prior to the Effective Date.

6. This agreement constitutes the entire agreement concerning the assignment and consent among the parties and it may not be modified, altered or amended other than in writing executed by the party sought to be charged thereby.
7. This agreement may be executed in faxed counterparts, and in such event, the counterpart signatures shall be assembled and shall together constitute a complete agreement.

IN WITNESS WHEREOF, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS. EACH PARTY HAS FULL POWER AND AUTHORITY TO ENTER INTO AND PERFORM THIS ASSIGNMENT AND ASSUMPTION, AND THE PERSON SIGNING THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ON BEHALF OF EACH HAS BEEN PROPERLY AUTHORIZED AND EMPOWERED TO ENTER INTO THIS ASSIGNMENT AND ASSUMPTION.

Executed as of the day and year first above stated.

Superion, LLC
a Delaware Limited Liability Company

CITY OF SANTA ROSA,
a Municipal corporation

By: _____

By: _____

Name: _____

Title: Mayor

Title: _____

Approved as to form:

CentralSquare, LLC
a Delaware Limited Liability Company

City Attorney's Office

By: _____

Name: _____

Title: _____

City BT Cert # ____ N/A _____

Attachments:

- Exhibit A – Agreement 08-8901
- Exhibit A-1 – Amendment 1
- Exhibit A-2 – Amendment 2
- Exhibit A-3 – Amendment 3