

## CentralSquare Solutions Agreement

This CentralSquare Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between **CentralSquare Technologies, LLC**, a Delaware Limited Liability Company with its principal place of business in Lake Mary, FL ("**CentralSquare**") and the **Town of Erie, Colorado** ("**Customer**"), together with CentralSquare, the "**Parties**", and each, a "**Party**".

**WHEREAS**, CentralSquare licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

**WHEREAS**, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to support them with professional services, subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

CentralSquare Technologies, LLC	Town of Erie, CO
1000 Business Center Dr. Lake Mary, FL 32746	[INSERT CUSTOMER ADDRESS] [ADDRESS LINE 2]
By:  E4124F28B4F5410...	By:
Print Name: Dan Maier	Print Name:
Print Title: CRO	Print Title:
Date Signed: 12/6/2021	Date Signed:

### 1. **Solution: Community Development and Enterprise Asset Management**

#### 2. **Term.**

The Term of this Agreement commences as of the Effective Date and will continue in effect for five (5) years from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Term**").

3. **Fees.** In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the "**Project Cost Summary**").

4. **Definitions.** Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

- 4.1. "**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.
- 4.2. "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.
- 4.3. "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions under the rights granted to Customer pursuant to this Agreement, and for whom access to the Solutions has been purchased.
- 4.4. "**Baseline**" means the version of a Solution updated to the particular time in question through CentralSquare's warranty services and maintenance, but without any other modification whatsoever.
- 4.5. "**Component System**" means any one of the Solutions identified in Exhibit 1, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, development work, improvements and enhancements to and all Intellectual Property Rights for such Component System.

- 4.6. **"Confidential Information"** means the Software and Customizations in any embodiment, and either Party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and future business plans as well as any and all internal Customer and employee information, provided that such information is clearly marked with a confidential, private or proprietary legend, and subject to applicable law, including the Colorado Open Records Act, C.R.S. § 24-72-200.1, *et seq.*
- 4.7. **"Customer Data"** means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.
- 4.8. **"Custom Modification"** means a change that CentralSquare has made at Customer's request to any Component System in accordance with a CentralSquare -generated specification, but without any other changes whatsoever by any Person.
- 4.9. **"Customer Systems"** means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the use of third-party services.
- 4.10. **"Defect"** means a material deviation between the Baseline Solution and its Documentation, for which Defect Customer has given CentralSquare enough information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to each Custom Modification, Defect means a material deviation between the Custom Modification and the CentralSquare generated specification and documentation for such Custom Modification, and for which Defect Customer has given CentralSquare enough information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.
- 4.11. **"Documentation"** means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solutions, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.
- 4.12. **"Enhancements"** means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.
- 4.13. **"Harmful Code"** means any software, hardware, device or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement.
- 4.14. **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 4.15. **"Maintenance"** means optimization, error correction, modifications, and updates to CentralSquare Systems to correct any known Defects and improve performance. Maintenance will be provided for each Component System, the hours and details of which are described in Exhibit 2 (**"Support Standards"**).
- 4.16. **"New Releases"** means new editions of a Baseline Component System or Custom Modification.
- 4.17. **"Person"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.
- 4.18. **"Personal Information"** means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.
- 4.19. **"Professional Services"** means installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site

support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.

- 4.20. **"Representatives"** means, with respect to a Party, that Party's employees, officers, directors, agents, subcontractors, and legal advisors.
- 4.21. **"CentralSquare Personnel"** means all individuals involved in the performance of Support Services and Professional Services as employees, agents, Subcontractors or independent contractors of CentralSquare.
- 4.22. **"Solutions"** means the Component Systems, Documentation, Custom Modifications, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.
- 4.23. **"CentralSquare Systems"** means the information technology infrastructure used by or on behalf of CentralSquare to deliver Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.
- 4.24. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with the detailed Support Standards outlined in Exhibit 2.
- 4.25. **"Third-Party Materials"** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

#### **5. License, Access & Services and Audit.**

- 5.1. License Grant. Subject to and conditioned on the payment of Fees and compliance with all other terms and conditions of this Agreement, CentralSquare hereby grants to Customer a non-exclusive, non-sublicenseable, and non-transferable license to the current version of the Solution(s) outlined in Exhibit 1 at the time of this Agreement's execution.
- 5.2. Access and Scope of Use. Subject to and conditioned on Customer and its Authorized Users' compliance with the terms and conditions of this Agreement, CentralSquare hereby grants Customer a non-exclusive, non-transferable right to access and use the Solutions, solely by Authorized Users. Such use is limited to Customer's internal use. CentralSquare shall deliver to Customer the initial copies of the Solutions outlined in Exhibit 1 by (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method. Physical shipment is on FOB- CentralSquare's shipping point, and electronic delivery is deemed effective at the time CentralSquare provides Customer with access to download the Solutions. The date of such delivery shall be referred to as the **"Delivery Date."**
- 5.3. Documentation License. CentralSquare hereby grants to Customer a non-exclusive, non-sublicenseable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.
- 5.4. Service and System Control. Except as otherwise expressly provided in this Agreement:
- 5.4.1. CentralSquare has and will retain sole control over the operation, provision, maintenance, and management of the Solutions; and
- 5.4.2. Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for access to and use of the Solutions by any Person by or through the Customer Systems or other means controlled by Customer or any Authorized User, including any reports or results obtained from any use of the Solutions, and conclusions, decisions, or actions based on such use.
- 5.5. Limitations. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Agreement, including, if required by CentralSquare, remote access to the Customer Systems. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by any Customer delay or Customer's failure to perform any obligations under this Agreement.

- 5.6. Exceptions. CentralSquare has no obligation to provide Support Services relating to any Defect with the Solutions that, in whole or in part, arise out of or result from any of the following:
- 5.6.1. software, or media on which provided, that is modified or damaged by Customer or third-party;
  - 5.6.2. any operation or use of, or other activity relating to, the Solutions other than as specified in the Documentation, including any incorporation, or combination, operation or use of the Solutions in or with, any technology (software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation;
  - 5.6.3. any negligence, abuse, misapplication, or misuse of the Solution other than by CentralSquare personnel, including any Customer use of the Solution other than as specified in the Documentation or expressly authorized in writing by CentralSquare;
  - 5.6.4. any Customer's failure to promptly install any New Releases that CentralSquare has previously made available to Customer;
  - 5.6.5. the operation of, or access to, Customer's or a third-party's system, materials or network;
  - 5.6.6. any relocation of the Solution other than by CentralSquare personnel;
  - 5.6.7. any beta software, software that CentralSquare makes available for testing or demonstration purposes, temporary software modules, or software for which CentralSquare does not receive a fee;
  - 5.6.8. any breach of or noncompliance with any provision of this Agreement by Customer or any of its Representatives or any Force Majeure Event (including abnormal physical or electrical stress).
- 5.7. Reservation of Rights. Except for the specified rights outlined in this Section, nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Support Services, Professional Services, Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.
- 5.8. Changes. CentralSquare reserves the right, in its sole discretion, to make any changes to the Support Services and Solutions that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of CentralSquare 's services to its customers, the competitive strength of or market for CentralSquare 's services, or the Support Services' cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either Party may, at any time during the Term, request in writing changes to particular Support Services, Professional Services or their product suite of Solutions. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued Add-On Quote signed by the Customer, or a written change order or amendment to this agreement signed by both parties.
- 5.9. Subcontractors. CentralSquare may from time to time in its discretion engage third parties to perform Professional Services or Support Services (each, a "**Subcontractor**").
- 5.10. Security Measures. The Solution may contain technological measures designed to prevent unauthorized or illegal use of the Solution. Customer acknowledges and agrees that: (a) CentralSquare may use these and other lawful measures to verify compliance with the terms of this Agreement and enforce CentralSquare 's rights, including all Intellectual Property Rights, in and to the Solution; (b) CentralSquare may deny any individual access to and/or use of the Solution if CentralSquare , in its reasonable discretion, believes that person's use of the Solution would violate any provision of this Agreement, regardless of whether Customer designated that person as an Authorized User; and (c) CentralSquare may collect, maintain, process, use and disclose technical, diagnostic and related non-identifiable data gathered periodically which may lead to improvements in the performance and security of the Solutions.
- 6. Use Restrictions**. Customer shall not and shall make commercially reasonable efforts to ensure that others do not access or use the Solutions except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:
- 6.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

- 6.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;
- 6.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;
- 6.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
- 6.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third-party, in whole or in part;
- 6.6. remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;
- 6.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;
- 6.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted under this Section.

## **7. Customer Obligations.**

- 7.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and Specifications; and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under and in connection with this Agreement.
- 7.2. Effect of Customer Failure or Delay. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.
- 7.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 6, Customer shall, and shall make commercially reasonable attempts to cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.

## **8. Professional Services.**

- 8.1. Compliance with Customer Policies. While CentralSquare Personnel are performing services at Customer's site, CentralSquare shall ensure that such personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services.
- 8.2. Contributed Material. In the process of CentralSquare performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create derivative works of the Contributed Material.

## **9. Confidentiality.**

- 9.1 Software. Notwithstanding any provision in this Section 9, Customer specifically acknowledges that the Software, including without limitation the database architecture and sequence and Documentation, comprise Confidential Information and know-how that are the exclusive property of CentralSquare.

- 9.2 Nondisclosure. The Parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement.
- 9.3 Exceptions. Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.

## 10. Security.

- 10.1. CentralSquare shall implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.
- 10.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.
11. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall make commercially reasonable efforts to ensure that with such Authorized Users protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation.

**12. Personal Data.** If CentralSquare processes or otherwise has access to any personal data or personal information on Customer's behalf when performing CentralSquare's obligations under this Agreement, then:

- 12.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);
- 12.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and
- 12.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and
- 12.4. Each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the Parties will cooperate to document these measures taken.

## 13. Representations and Warranties.

- 13.1. LIMITED WARRANTY. CentralSquare warrants that it owns or otherwise has the rights in the Software and has the right to license the Software as described in this Agreement. CentralSquare further warrants and represents that the CentralSquare Software does not contain any "back door", "time bomb", "Trojan horse", "worm", "drop dead device" or other program routine or hardware device inserted and intended

by CentralSquare to provide a means of unauthorized access to, or a means of disabling or erasing any computer program or data, or otherwise disabling the CentralSquare Software. Nothing herein shall be deemed to constitute a warranty against viruses. The provisions of section and its subsections below, shall constitute the agreement of the Parties with respect to viruses. Customer's sole remedy with respect to the foregoing warranty shall be to receive an Update to the CentralSquare Software that does not contain any of the above-described routines or devices.

- 13.2. **DISCLAIMER OF WARRANTY.** EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE SOLUTIONS, PROFESSIONAL SERVICES, SUPPORT SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.

14. **Notices.** All notices and other communications required or permitted under this Agreement shall be in writing and will be deemed given when delivered personally, sent by United States first class mail, or sent by overnight courier. Notices shall be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to CentralSquare : **CentralSquare**  
**1000 Business Center Dr.**  
**Lake Mary, FL 32746**  
**Phone: 407-304-3235**      **email: [info@CentralSquare.com](mailto:info@CentralSquare.com)**  
**Attention: Senior Counsel / Contracts Department**

If to Customer: **Town of Erie, CO**  
**[INSERT CUSTOMER ADDRESS]**  
**[ADDRESS LINE 2]**  
**Phone: \*customer to supply**      **email: \*customer to supply**  
**Attention: \*customer to supply POC**

15. **Force Majeure.** Neither Party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, pandemic, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of Equipment, software, or services from suppliers, or the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

16. **Indemnification.**

CentralSquare shall indemnify, defend, and hold harmless Customer from any and all claims, lawsuits or liability, including attorney fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's

obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

**17. Termination.** This Agreement may be terminated:

- 17.1. For cause by either Party, effective on written notice to the other Party, if the other Party materially breaches this Agreement and: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.
- 17.2. For lack of payment by written notice to Customer, if Customer's failure to pay amounts due under this Agreement has continued more than ninety (90) days after delivery of written notice of non-payment.
- 17.3. By Customer, upon thirty (30) days prior written notice, for convenience. In the event that Customer terminates pursuant to this Section 17.3, Customer shall pay for any undisputed outstanding invoices, and Customer shall NOT be entitled to any refund, rebate, or credit for any Annual Subscription fees paid in advance.

**18. Effect of Termination or Expiration.** On the expiration or earlier termination of this Agreement:

- 18.1. Upon the expiration or earlier termination of this Agreement, each Party shall continue to hold such Confidential Information in confidence pursuant to Section 9; and
- 18.2. Upon the expiration of this Agreement, each Party shall pay to the other all amounts accrued prior to and through the date of termination of this Agreement.

**19. Assignment.** Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder, as evidenced by an express written assumption of the obligations hereunder by the assignee and upon notice to Customer.

**20. Dispute Resolution.** The Parties desire to first attempt to resolve certain disputes, controversies and claims arising out of this Agreement or any Addenda hereto before a Party begins litigation. Prior to commencing litigation, at the written request of either Party, the Parties agree to meet onsite at either CentralSquare's or the Customer's location as determined by the Parties and negotiate in good faith to resolve any dispute arising under this Agreement. Each Party shall be responsible for its associated travel costs. If the above negotiations do not resolve the dispute within sixty (60) days of the initial written request, either Party may take appropriate legal action.

**21. Waiver/Severability.** The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

**22. LIABILITY.** NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:

- 22.1. NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES.
- 22.2. EXCLUDING CENTRALSQUARE'S INDEMNITY OBLIGATIONS UNDER SECTION 15 OR CENTRALSQUARE'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS, CENTRALSQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED ONE MILLION DOLLARS (\$1,000,000)..

- 23. Third-Party Materials.** CentralSquare may from time to time, in its discretion engage third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for third parties, but these third parties assume all responsibility and liability in connection with the third-party software, equipment, or related services. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, excepting specifically that CentralSquare is authorized to represent third-party fees in the Agreement and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing any third-party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement (EULA) or similar agreement provided by the Third-Party Materials provider. All third-party materials are provided “as-is” and any representation or warranty concerning them is strictly between Customer and the third-party.
- 24. Entire Agreement.** This Agreement, and any Exhibits specifically incorporated therein by reference, constitutes the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof. This Agreement may not be modified except by a writing subscribed to by authorized representatives of both Parties.
- 25. No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
- 26. Counterparts.** This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. This Amendment shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means including, without limitation, Docusign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).
- 27. Material Adverse Change.** If any Law, Regulatory Approval, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards (collectively, a “Material Adverse Change”), which is not explicitly addressed within this Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and discuss reducing the technical, operational, and/or commercial impact of such Material Adverse Change.
- 28. Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.
- 29. Third Parties.** There are no intended third-party beneficiaries to this Agreement.
- 30. Governmental Immunity.** Customer and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to Customer and its officers, attorneys or employees.
- 31. Subject to Annual Appropriation.** Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of Customer not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.
- 32. Cooperative Purchases.** This Contract may be used by other government agencies. CentralSquare has agreed to offer similar services to other agencies under the same terms and conditions as stated herein except that the compensation may be negotiated between CentralSquare and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.
- 33. Order of Precedence.**
- 33.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:
- 33.1.1. The main body of this Agreement and any associated amendments or change orders.
- 33.1.2. The attached Exhibits to this Agreement.

33.1.3. Purchase Orders placed with CentralSquare in accordance with this Agreement.

Customer's purchase terms and conditions or CentralSquare's sales terms and conditions are not applicable and shall have no force and effect, whether referenced or not in any document in relation to this Agreement.

33.2. Incorporated Exhibits to this Agreement:

- Exhibit 1 – Project Cost Summary
- Exhibit 2 - Maintenance & Support Standards
- Exhibit 3 – Travel Expense Guidelines
- Exhibit 4 – Insurance Requirements
- Exhibit 5 – Scope of Work

**EXHIBIT 1****Project Cost Summary****I. Community Development**

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
Bluebeam Server API for TRAKIT Annual Access Fee	1	2,100.00	- 420.00	1,680.00
Community Development: Advanced Annual Subscription Fee SaaS	35	1,900.00	- 13,300.00	53,200.00
eTRAKIT Credit Card API Annual Access Fee	1	2,500.00	- 500.00	2,000.00
GIS Advanced Engine Subscription SaaS Annual Subscription Fee SaaS	1	5,500.00	- 1,100.00	4,400.00
TRAKIT Laserfiche API Annual Access Fee	1	1,200.00	- 240.00	960.00
			<b>Software Subtotal</b>	<b>77,800.00 USD</b>
			<b>Discount</b>	<b>- 15,560.00 USD</b>
			<b>Software Total</b>	<b>62,240.00 USD</b>

DESCRIPTION	TOTAL
Community Development: Advanced SaaS Subscription Cloud Setup Fee	10,000.00
CST Analytics Training	7,800.00
Public Administration Consulting Services - Fixed Fee	62,010.00
Public Administration Data Conversion Services - Fixed Fee	32,955.00
Public Administration Development Services - As Incurred	16,920.00
Public Administration GIS Services - Fixed Fee	27,300.00
Public Administration Project Management Services - Fixed Fee	30,420.00
Public Administration Technical Services - Fixed Fee	7,410.00
Public Administration Training Services - Fixed Fee	22,035.00
<b>Services Total</b>	<b>216,850.00 USD</b>

<b>Software Subtotal</b>	<b>77,800.00 USD</b>
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<b>Services Subtotal</b>	<b>216,850.00 USD</b>
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<b>Quote Subtotal</b>	<b>286,850.00 USD</b>
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<b>Discount</b>	<b>- 15,560.00 USD</b>
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<b>Quote Total</b>	<b>279,090.00 USD</b>
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**PAYMENT TERMS:**

ONE TIME FEES

- a. Community Development Cloud Setup Fee (\$10,000) is due 100% on the Execution Date.
- b. CentralSquare's Public Administration Development Services are due as incurred on a time and materials basis and invoiced regularly.
- c. All other CentralSquare Professional Services Fees are Fixed Fees and due pursuant to the following milestone/deliverable table:

Milestone Payment	Milestone	Description	Percent of Services	Term	Services Amount
	<b>Contract Execution</b>				
1	Kick Off Complete	The project kickoff meeting is scheduled within 30 days of contract signing. The purpose is to review the contract documents, the statement of work, and to discuss the overall project organization. Kickoff is considered complete once the meeting has occurred and meeting minutes have been provided. A proof of delivery (POD) is provided to the customer to acknowledge the completion of the kickoff meeting with the Customer, triggering milestone invoicing.	10%	Net30	\$ 18,993
2	Baseline Project Schedule Provided	The baseline project schedule is developed within the first 30 days of the project through careful planning with CentralSquare's project manager and the Customer's project manager. The baseline project schedule is considered to be the initial agreed upon schedule for the project, inclusive of all tasks. Once the baseline project schedule has been delivered, this task is considered complete. (Note, project schedules often change over the course of the project. This task is tied to the initial baseline scheduled.) A proof of delivery (POD) is provided to the customer to acknowledge the delivery of the baseline project schedule, triggering milestone invoicing.	10%	Net30	\$ 18,993
3	Business Process Review	Business Process Review complete and associated reports delivered to the Customer for review. A proof of delivery (POD) is provided to the customer to acknowledge the delivery of the testing results, triggering milestone invoicing.	15%	Net30	\$ 28,490
4	Initial Delivery - System Configuration	Configuration is considered complete once the CentralSquare team has delivered all configuration that covers the enabled modules with identified information gathered during the Business Process Review (BPR). Items not included during the initial delivery are the Land Update Routine (GTUR), eTRAKIT Online Portal and any 3rd Party Interfaces or Custom forms and reports mutually agreed upon, prior to the initial delivery. A proof of delivery (POD) is provided to the customer to acknowledge the configuration is complete, triggering milestone invoicing.	15%	Net30	\$ 28,490
5	Process Testing	Once all core modules are tested and online, the CentralSquare team alongside the customer participate in a functional process test that covers the enabled modules. This testing is considered complete when the engagement for testing has concluded and results have been provided to the customer. A proof of delivery (POD) is provided to the customer to acknowledge the delivery of the testing results, triggering milestone invoicing.	15%	Net30	\$ 28,490
6	Training	End-User training for Finance Enterprise is considered complete once 80% of the participants, as identified and documented in the planning phase of the project, have passed the training program. A proof of delivery (POD) is provided to the customer to acknowledge the 80% completion of End-User training, triggering milestone invoicing.	10%	Net30	\$ 18,993
7	Go Live Readiness Acceptance	Once the system has been fully tested, the customer will be sent a Testing Ends letter, for signature. This acknowledgement provides CentralSquare authorization to begin the transition to live and provide the scheduled End User Training (EUT). Customer will sign and return the Testing Ends letter, triggering milestone invoicing.	10%	Net30	\$ 18,993
8	Go Live	Customer is considered Live on the applications after 15 days of live operations in a production environment and wherein no urgent or critical error codes are recorded. A proof of delivery (POD) is provided to the customer to acknowledge the Go Live activities, triggering milestone invoicing.	15%	Net30	\$ 28,490
	<b>Milestone Total</b>		<b>100%</b>		<b>\$ 189,930</b>

### RECURRING FEES

- d. The Annual Subscription Fee is due: on the Execution Date for Year One, and annually thereafter on the anniversary of the Execution Date. Beginning in Year Two, the Annual Subscription Fees are subject to an increase of 5% annually.

### ANCILLARY FEES

- e. 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.
- f. 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.
- g. 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, if lower, the highest rate permitted under applicable law; 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.

## II. Enterprise Asset Management

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
AnalyticsNOW Annual Access Fee	1	7,500.00	7,500.00
Enterprise Asset Management Bundled-Cloud SaaS Site Annual Subscription Fee	1	40,000.00	40,000.00
RockSolid OneLink SaaS Annual Subscription Fee	1	6,000.00	6,000.00
<b>Software Total</b>			<b>53,500.00 USD</b>

DESCRIPTION	TOTAL
Analytics PM Services	3,705.00
Analytics Tech Services	3,120.00
Analytics Training	15,600.00
Enterprise Asset Management Bundle - SaaS Subscription Contract Startup Fee	10,000.00
Public Administration Consulting Services - Fixed Fee	36,075.00
Public Administration Data Conversion Services - Fixed Fee	36,855.00
Public Administration Development Services - Fixed Fee	780.00
Public Administration GIS Services - Fixed Fee	4,875.00
Public Administration Project Management Services - Fixed Fee	24,765.00
Public Administration Technical Services - Fixed Fee	31,005.00
Public Administration Training Services - Fixed Fee	14,625.00
RockSolid OneLink Partner Edition Cloud Start up Fee	4,000.00
<b>Services Subtotal</b>	<b>185,405.00 USD</b>
<b>Discount</b>	<b>- 500.00 USD</b>
<b>Services Total</b>	<b>184,905.00 USD</b>

<b>Software Subtotal</b>	<b>53,500.00 USD</b>
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<b>Services Subtotal</b>	<b>185,405.00 USD</b>
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<b>Quote Subtotal</b>	<b>238,905.00 USD</b>
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<b>Discount</b>	<b>- 500.00 USD</b>
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<b>Quote Total</b>	<b>238,405.00 USD</b>
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**PAYMENT TERMS:**ONE TIME FEES

- h. Enterprise Asset Management Cloud Setup Fee (\$10,000) is due 100% on the Execution Date.
- i. Rock Solid OneLink Cloud Start up Fee (\$3,500) is due 100% on the Execution Date.
- j. CentralSquare Professional Services Fees are Fixed Fees and due pursuant to the following milestone/deliverable table:

Milestone	Percent of Services	Description	Services Amount
<b>Contract Execution</b>			
Project Initiation	5%	MS1.1 - Completion of initial Kickoff meeting MS1.2 - Completion of EAM Software Installation in the CST Cloud Hosted Environment	\$ 8,745
Business Process Review	20%	MS2.1 - Completion of Business Process Review workshops and delivery of formal Business Process Review Report MS2.2 - Delivery and sign off of the final Implementation Plan document	\$ 34,981
Configuration, Data migration & Testing	50%	MS3.1 - Completion of one (1) Administration Training Class (8 hours per class with max 10 users per class) MS3.2 - Delivery and sign off of Configuration Acceptance document that all necessary configuration, data migration and testing has been completed. MS3.3 - Delivery and sign off of the Acceptance Test Plan document	\$ 87,453
Knowledge Transfer and Training	20%	MS4.1 - Delivery and sign off of the final Training Plan document MS4.2 - Delivery and sign off of detailed Training Materials in electronic printable format for End User Training MS4.3 - Completion of eight (8) End User Training classes (8 hours per class with max 10 users per class). MS4.4 - Delivery and sign off of the Go-Live Transition Plan	\$ 34,981
Production Deployment	5%	MS5.1 - Delivery and sign off of Go-Live Acceptance document which includes an issues log and resolution plan	\$ 8,745
			<b>\$ 174,905</b>

RECURRING FEES

- k. The Annual Access and Subscription Fees are due: on the Execution Date for Year One, and annually thereafter on the anniversary of the Execution Date. Beginning in Year Two, the Annual Access and Subscription Fees are subject to an increase of 5% annually.

ANCILLARY FEES

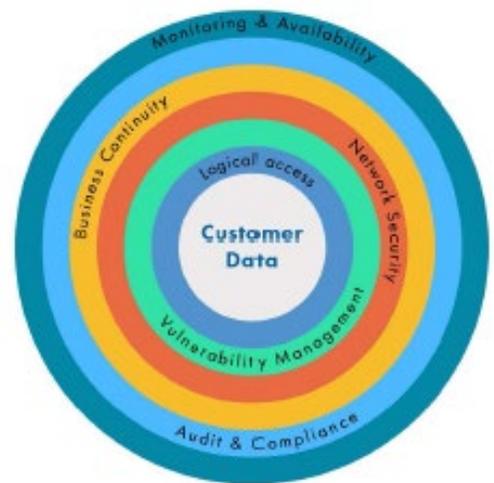
- i. Reimbursement of travel and living expenses will be governed by Exhibit 3 ("**Travel Expense Guidelines**") attached hereto and will be invoiced monthly in arrears and due within thirty (30) days from date of invoice.
- m. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.
- n. 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, if lower, the highest rate permitted under applicable law; 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.

## EXHIBIT 2

### Support Standards

#### 1. CentralSquare Cloud Security Program

- 1.1. Access & Continuity. Logical access restrictions include VLAN data segregation, extensive deny-by-default access control lists, and Multi-Factor authentication required for System Administration. Business continuity is prioritized via daily encrypted backup stored offsite, virtual tape backup technology to counter loss of physical media, and full replication to disaster recovery site, with redundancy and availability through multiple carriers.
- 1.2. Security & Monitoring. SSL and IPSEC VPN with 256 bit encryption, web application firewalls, multi-layered infrastructure model with recorded internal and external CCTV, card access control, best of breed HVAC/fire suppression/physical security, and backed by 24-7 x 365 monitoring by a staffed operations facility for: Intrusion detection & prevention, DDOS mitigation, and automated network incident creation and escalation.
- 1.3. Testing, Audits & Compliance. third-party internal, external, perimeter vulnerability and penetration testing. Centrally managed patching, OS hardening program, and endpoint protection on all servers. Industry standard compliance includes annual completion of: SSAE18/ISAE Data Center Audit, SSAE18 Operations Audit, PCI-DSS Compliance Audit, Vulnerability Testing & CVSS Audit, and Control Self-Assessment Audit.



- 2.1. Target. In each Service Period, the target for availability of the Solutions is 99.9% (“Availability Target”). “**Service Period**” means 24 hours per day Monday through Sunday each calendar month that Customer receives the Solutions, excluding Sundays between 12:00 AM and 12:00 PM Eastern Time for scheduled maintenance. During this time, Customers may experience intermittent interruptions. CentralSquare will make commercially reasonable efforts to minimize the frequency and duration of these interruptions and CentralSquare will notify the Customer if the entire maintenance window will be required.
- 2.2. Support Terms. Beginning on the Execution Date and continuing for twelve (12) months thereafter (“**Initial Support Term**”), CentralSquare shall provide the ongoing Support Services described herein for the corresponding Fees outlined in Exhibit 1. Upon expiration of the Initial Support Term, ongoing Support Services shall automatically renew, with customer paying for additional annual support periods, each a (“**Renewal Support Term**”). This renewal will continue until termination of this Agreement provided that, CentralSquare shall not give notice of termination if it would be effective prior to a period equal to two times the Agreement’s Initial Term.
- 2.3. Measurement. Service availability is measured as the total time that the Solutions are available during each

Service Period for access by Customer ("**Service Availability**"). Service Availability measurement shall be applied to the production environment, and the points of measurement for all monitoring shall be the servers and the Internet connections at CentralSquare 's hosted environment. CentralSquare has technology monitoring, measuring, and recording Service Availability. The Customer, at their discretion, may also employ monitoring tools, not to override CentralSquare 's measurements for the purposes of calculating Service Availability. Additionally, the use must be:

2.3.1.1. mutually agreed upon by CentralSquare and the Customer.

2.3.1.2. paid, installed and maintained by the Customer.

2.3.1.3. non-invasive and may not reside on CentralSquare 's systems.

2.4. Calculation. Service Availability for a given month shall be calculated using the following calculation:

2.4.1. The total number of minutes which the service was NOT available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.

2.4.2. Service Availability Targets are subject to change due to the variance of the number of days in a month.

2.4.3. The total number of minutes which the service was NOT available in a given month shall exclude minutes associated with scheduled or emergency maintenance.

2.5. Remedy. If the Service Period target measurement is not met then the Customer shall be entitled to a credit calculated as follows:

Service Availability in the relevant Service Period	Percentage Reduction in Monthly Fee for the Subsequent Service Period
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

2.6. If not directly reported by CentralSquare, Credit entitlement must be requested by the Customer within sixty (60) days of the failed Target. Customer shall not be entitled to offset any monthly Solutions fee payments, nor withhold fee payments, on account of a pending credit. Customer shall not be eligible for credits for any period where Customer is more than thirty (30) days past due on their account. CentralSquare will provide reporting, showing performance and service levels.

### 3. Server Performance & Capacity.

3.1. CentralSquare shall provide sufficient server capacity for the duration of this hosting Agreement to meet the reasonable performance requirements for the number of concurrent system users provided for in this Agreement. If the Customer requests, at some later date, to add additional Solutions, increase user licenses, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply.

3.2. "In-network" is defined as any point between which the data packet enters the CentralSquare environment and subsequently departs the CentralSquare environment. Any point of communications outside of the CentralSquare protected network environment shall be deemed as "out-of-network." CentralSquare is not responsible for Internet connectivity and/or performance out-of-network.

### 4. System Maintenance.

4.1. Solutions maintenance and upgrades. 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.

4.2. Hardware maintenance and upgrades. 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.

4.3. Emergency maintenance. 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.

- 5. 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 Solutions incidents for live production systems using the following guidelines:

Priority Level	Impact	Description	Performance Target	Minimum Performance Goal %
1	Urgent	An Incident that results in loss of Customer connectivity to all of the Solutions or results in loss, corruption or damage to Customer's Data.	CentralSquare will respond within 1 hour of the issue being reported.	95%
2	Critical	An Incident that has an adverse material impact on the performance of the Solutions or materially restricts Customer's day-to-day operations.	CentralSquare will respond within 2 hours of the issue being reported.	95%
3	Non-Critical	An Incident that does not result in a failure of the Solutions but a fault exists that restricts the Customer's use of the Solutions.	CentralSquare will respond within 4 hours of the issue being reported.	95%
4	Minor	An Incident that does not affect or which has minimal adverse impact on the use of the Solutions.	CentralSquare will respond within 24 hours of the issue being reported.	95%

- 5.1. Measurement. CentralSquare shall track and report on response and resolution time for application and hosting support issues identified by the Customer.

- 6. Disaster Recovery.** CentralSquare provides disaster recovery services for Solutions. The costs for these disaster recovery services are included in the monthly fees. In the event that a disaster renders Customer's data center inaccessible or rendered non-functional, CentralSquare will provide the ability to connect to the appropriate data center using software provided by CentralSquare. This will allow Customer to connect to their systems from a remote site to the previously identified critical functions, however functionality may be diminished due to lack of access to hardware and/or software located in Customer's facilities.

- 7. 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:

- 7.1. defectiveness of Customer's environment, Customer's systems, or due to Customer corrupt, incomplete, or inaccurate data reported to the Solutions, or documented Defect.
- 7.2. denial of reasonable access to Customer's system or premises preventing CentralSquare from addressing the issue.
- 7.3. material changes made to the usage of the Solutions 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 Solutions.
- 7.4. a force majeure event, or the negligence, intentional acts, or omissions of Customer or its agents.

- 8. 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.

- 9. 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.

**10. Non-Production Environments.** CentralSquare shall 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.

10.1. 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.

10.2. 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.

### 11. Responsibility Summary Matrix.

Responsibility Summary Matrix		
Description	CentralSquare Responsibility	Customer Responsibility
ASP Server Hardware management	X	
ASP Server File system management	X	
ASP Server OS upgrades and maintenance	X	
ASP Database product upgrades and maintenance	X	
ASP third-party product upgrades and maintenance	X	
Application Update Installation		
Request to install application updates		X
Installation of application updates	X	
ASP Backup Management	X	
Data and or File restoration		
Request to restore data and or files		X
Restoration of data and or files	X	
Network		
ASP Network up to and including the router at CentralSquare 's location	X	
ASP Router at Customer's location	X	
Customer's network up to the router at Customer's location		X
Customer Workstations		X
System Performance	X	X
Add/Change users		
User add/change requests		X
User add/change implementation for System Access	X	
User add/change implementation for Solutions		X
Add/Change Printers		
Printer add/change requests		X
Printer add/change implementation on ASP network	X	
Printer add/change implementation for Solutions		X
Disaster Recovery	X	
Password Management	X	X
Application Management		
Application Configuration		X
Application Security Management		X
Accuracy and Control of Data		X
Security		
Intrusion and Penetration Testing	X	

**12. Virtual Private Network (VPN) Concentrator.** If Customer's desired system configuration requires the use of a VPN concentrator, including router, this shall be provided by CentralSquare. It will reside at Customer's location but is, and shall remain the property of CentralSquare.

**13. 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.

**14. 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 Solutions.

**15. 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 Solutions, except such work as may be specifically purchased and outlined in Exhibit 1. CentralSquare retains all Intellectual Property Rights in development work performed.

## **16. Telephone Support & Support Portal**

16.1. **Hours.** CentralSquare shall provide support to Customer, Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9"). 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. 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 Solutions 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.

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

16.3. **Case Number.** As used herein a "Case number" is created when a) a CentralSquare support representative has been directly contacted by Customer either by phone, 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 Customer.

### EXHIBIT 3

#### Travel Expense Guidelines

CentralSquare shall adhere to the following guidelines when incurring travel expenses:

**All arrangements for travel are to be made through the CentralSquare Corporate Travel Agent unless other arrangements have been made with Customer and are documented in writing.**

**AIR TRAVEL** – CentralSquare shall use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, CentralSquare shall provide the travel itinerary as the receipt for reimbursement of the airfare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer shall reimburse the current IRS approved mileage rate for all local trips.

**LODGING** –CentralSquare shall use the most reasonable accommodations possible, dependent on the location. All movies, and phone/internet charges are not reimbursable.

**RENTAL CAR** – Compact or Intermediate cars are required unless there are three or more CentralSquare employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however, pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. CentralSquare shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the CentralSquare auto insurance policy. Fines for traffic violations are not reimbursable expenses.

**OTHER TRANSPORTATION** – CentralSquare staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

**OTHER BUSINESS EXPENSES** – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at Customer's site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

**MEALS – Standard per Diem. Subject to change due to cost of living.**

## EXHIBIT 4

### Minimum Insurance Requirements

- **Workers' Compensation**, statutory limits, and Employer's Liability with limits no less than \$1,000,000.
- **Commercial General Liability insurance**, covering bodily injury and property damage liability, products & completed operations, with minimum limits \$1,000,000 each occurrence for bodily injury and property damage, \$2,000,000 general aggregate.
- **Business Auto Liability insurance**, covering any vehicle used by vendor in performance of work for CentralSquare or around CentralSquare 's premises. Limits no less than \$1,000,000 each accident.
- **Cyber Liability Insurance**, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

**EXHIBIT 5****Scope of Work (Community Development)****Implementation Statement of Work**

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Project: Erie, CO – Community Development (Q-51890)

CentralSquare is implementing a configurable, commercially available, off-the-shelf solution. The parties mutually agree and acknowledge this Statement of Work (SOW) is to be a planning document, not the detailed requirements or design of the solution.

- **Project Start Date**

The Project Kickoff Meeting will be scheduled within thirty (30) days from the Effective Date of the Agreement.

**Scope of Project**

The project includes the CentralSquare core system Community Development as detailed in Appendix A of this SOW.

- **Services Scope**

The following outlines the proposed methodology for the project management, consulting, configuration, testing, training, and other services work necessary for the implementation of the contracted products, with all components delineated in the Agreement. Details related to the activities for each application included in this project can be found in Appendix A of this SOW.

*Project Teams*

Project teams from all parties will include functional experts, technical resources, and decision makers. Resource management is critical to success, for all parties. CentralSquare and the Customer agree to make all necessary arrangements to ensure resources are available at each stage to ensure timelines are met. CentralSquare uses a RACI (Responsible, Accountable, Consulted, and Informed) chart to outline the expectations from each member of the team, from all parties. A RACI Chart can be found in Appendix B of this SOW.

*Project Management Methodology*

The implementation is conducted by a cross-functional team of experts from several departments within CentralSquare led by the assigned Project Manager. A phased approach to project management is followed to ensure the critical services are consistent and results are achieved. Phases include:

**Initiation:** This phase includes the contract execution and transition to the Service Delivery team. CentralSquare may schedule an all-team meeting to kick off the project. The kickoff meeting will include time for the project managers from both teams to review all contractual documentation and begin the process of finalizing the integrated project schedule.

**Planning:** During the planning phase, the project managers from both teams will meet to discuss all tasks and resources necessary to successfully complete implementation. The project team from CentralSquare will be finalized, project governance will be established, and a communications plan will be drafted and shared with the parties.

Deliverables during the planning phase include the integrated baseline project schedule, communications plan, resource plan, and governance plan.

**Monitor and Control:** Throughout the project, the project managers will work together on monitoring and controlling the overall project health. This includes regular status meetings/reports, quality reviews, managing risks/issues, and managing resources. Project managers will work together to manage the overall timeline, scope and respective budgets, as well as ensuring the customer's objectives are being met along the way. Any items determined to be out of scope will be immediately address by Central Square and customer Project Manager.

Project governance is essential to establishing a decision making and communications model for the project. Key stakeholders will be identified by all parties and regular status meetings will be scheduled to review the project health, risks to timeline/budget, and issues that may block forward progress.

Deliverables during this phase include regular status reports, risk/issue log, regular stakeholder meetings, and all project schedule updates.

**Project Close Out:** The final stage of the project includes an introduction and transition to the Customer Support team and the Customer Success team. During transition, the project managers will work together to conduct an audit of tasks and deliverables associated with the project. Any mutually agreed upon delayed deliverables will be scheduled for post go-live and documented. Any contracted post go-live activities will be reviewed and scheduled as necessary before transition to Customer Support.

#### *Implementation Methodology*

CentralSquare Professional Service Consultants and Project Manager follow a standard implementation approach divided into stages throughout the course of the project. Several types of services and resources (defined herein) will be used during each stage to complete the necessary steps for successful deployment of the contracted services. The Services aligned to implementation include Consulting, Technical and Installation, Data Conversion, and Training. The implementation methodology is a four-stage approach that includes:

**Analysis:** During this stage of the implementation, CentralSquare Consultants will meet with the Customer's functional experts to review the current workflows of key functions impacted by this project and the contract software. Decisions related to configuration will be documented in the CentralSquare Decision Workbooks for each major product and delivered to the customer for review and concurrence. Where necessary, CentralSquare Data Conversion Specialists will meet with the data experts from the Customer and review the contracted elements for conversion. Deliverables during this stage include the Decision Workbooks for each product and the data mapping for conversion.

**Configuration:** Using the decisions documented in the Decision Workbooks during the Analysis stage, CentralSquare will begin work with the customer to configure the system. CentralSquare will also work with the customer functional experts, as needed, to configure interfaces and complete data conversion. All admin level workshops will be completed during the configuration stage of the project: Customer should ensure key project resources are available for consultation and workshops; and, customer should be prepared to host training in adequate environments. Appendix A will define workshops specific to this project and deliverables as applicable during this stage.

**Testing:** It is expected there will be modifications to current customer processes to align to the functionality of the newly contracted products; as such, validation through appropriate reasonable testing at various stages is critical to a successful deployment. CentralSquare uses an iterative testing approach to ensure the configurations are properly set to achieve the desired outcomes. During the testing stage of the project, the project teams will work together to ensure workflows and business processes are aligned to the application functionality. Once testing is complete, application user training will begin (see the appendix for an overview of training included in this project). Deliverables during the testing stage include Test Plans and Go-Live Readiness assessments.

**Deployment:** Once the project passes the Go-Live Readiness assessment, final planning for Go-Live takes place. This will include completing end user training, defining a communications plan for Go-Live, and defining a Go-Live schedule that is mutually accepted. Deliverables during the deployment stage include a go-live plan, cutover schedule, and communications plan.

## ***Professional Services***

**Consulting Services:** Include both interactive and independent engagements with CentralSquare subject matter experts on the various applications and functions. Types of activities included in Consulting Services are customer workflow analysis, application workshops, and configuration assistance. Also included in the consulting activities are engagements aimed at supporting the customer with testing and go-live activities. More detail on the engagement related to Consulting Services related to this project can be found in Appendix A.

A successful consultation includes multiple platforms of learning and training; therefore, the customer will provide ample workspace in order to be successful in this type of engagement. Network connections, training facilities that include computers, projectors, Wi-Fi access, recommended network configurations in place, and scheduling considerations are imperative so that all who would benefit from collaboration and training may attend.

**Technical Services:** Provides technology consulting at the infrastructure layer including CentralSquare applications requirements for servers, operating systems, and other various supporting products like SQL and Active Directory. Technical Services are engaged in tasks related to interfaces and integration implementation configuration and knowledge transfer. Refer to Appendix A for contracted Technical Services.

Technical Services also includes activities related to hardware installation (as necessary) and the initial software installation of CentralSquare applications. This includes the services for the provisioning of additional environments for the contracted applications: application environments included in this contract are Production (Pre-Production during implementation), Training/Testing, and Data Conversion (where applicable).

- The Pre-Production environment will become the Production environment upon Go-Live. All activities related to configuration, testing, and training will take place in the Pre-Production environment. Prior to Go-Live, CentralSquare will scrub the Pre-Production environment of all training and testing data and prep for Production Go-Live.
- The Data Conversion environment will be provisioned to align with the Pre-Production environment. This environment will be used as a working/staging environment for data conversion activities during implementation. Once the data conversion activities are complete, the environment will be decommissioned.
- The Training/Test environment will be provisioned in the weeks leading up to Go-Live in an effort to minimize the additional work needed to keep environments aligned.

Once the Training/Testing environment has been completed, and the Production environment is live, the ongoing maintenance for configuration alignment between the two environments will be the responsibility of the Customer.

## ***Communication***

**Project Status Cadence Meetings:** Project status cadence meetings, scheduled as determined by the CentralSquare and Customer Project Managers, establish the status of the project; achievements over a defined iterative period, risk mitigation, issue review, and assurance of awareness of upcoming activities. Continuity in the meeting schedule is critical to early intervention of risks and issues. **Project Status and Issues/Risks Reporting:** In addition to the regularly scheduled Project Status Meetings, the CentralSquare Project Manager provides two key types of reports as part of the Communication Plan.

The Project Status Report, distributed to key stakeholders at a frequency to be determined based on the needs of the Customer (typically bi-weekly or monthly), summarizes milestones completed, as well as recent and upcoming project activity.

The Issues Log updated continually by the CentralSquare Project Manager, tracks entry and management of project issues identified by CentralSquare or the Customer. Log entries include status updates, action items, and responsibilities of both parties. Risks and issues tracking log adjustments are mutual agreement by the CentralSquare and Customer Project Manager.

The Customer and CentralSquare agree that the individuals designated in the final project plan are essential to the services offered pursuant to this Agreement. The Customer and CentralSquare should anticipate challenging issues to arise throughout the implementation process due to the nature and complexity of projects of this type. For expedient remedying of challenging issues, the Customer and CentralSquare will use the following dispute resolution process.

All communication regarding the project directed to CentralSquare's Project Manager and the Customer's Project Manager maintain consistent communication between the parties. Regularly scheduled project status meetings maintain open communication between the CentralSquare and Customer Project Manager.

All issues or concerns are to be openly and actively discussed between CentralSquare's Project Manager and the Customer's Project Manager prior to any escalation.

If issues begin to interfere with the progression of the implementation project, the Customer and/or CentralSquare Project Manager should escalate challenges to senior management representatives.

Customer will provide escalation personnel to CentralSquare Project Manager during Kick-Off phase of the project.

*Data Conversion Services:* CentralSquare uses an iterative and collaborative approach to data conversion. This includes the initial data analysis, data mapping, and performing sample conversions for validation prior to executing the final conversion into Production. CentralSquare will provide training on the proper use of CentralSquare's data mapping tools to the customer's appropriate staff. CentralSquare consultants will work with the customer to ensure a thorough understanding of the validation requirements necessary to evaluate converted data for completeness and accuracy. Finally, CentralSquare Data Conversion Consultants will provide a final plan for converting data into the Production environment aligned to the Go-Live schedule and will review this plan with the appropriate customer staff.

For a successful data conversion, the customer will provide the necessary dataset in one of the following formats: SQL, Microsoft Excel, Microsoft Access, or delimited flat file. While CentralSquare will collaborate with the customer staff on the best practice approach to validation of converted data, it is ultimately the responsibility of the customer to ensure the validation is prioritized for timely completion and data is verified for accuracy. Up to three iterations of translation, conversion, and review are performed for each dataset; therefore, it is imperative to have sufficient time allotted for effective review at each iteration. Detailed documentation in writing will be required from the customer staff for any discrepancies or issues found during the data review. See Appendix A for the data conversion contracted for this project.

#### *Training Services*

Utilizing a global methodology for user training across all product lines ensures the preparation, documentation, and delivery of training is effective across all of CentralSquare branded core applications, add-ons, and interfaces. Training sessions can occur through multiple vehicles such as live-online, e-learning on demand, and face-to-face classroom settings. CentralSquare Consultants work with customer administration and subject matter experts to establish a training plan to include the course objectives, schedule, location(s), and participants.

CentralSquare provides a hands-on, interactive approaches to user training: End-User and Train-the-Trainer.

- End-Users are defined as employees who will access the application(s) on a regular basis to perform their daily activities. End-User classes incorporate various functions based on realistic scenarios focused on process using

the applications inherent tools to ensure productive use of the system at and after Go-Live. Topics in End-User courses will include data entry, searching, reporting, and application navigation.

- Train-the-Trainer courses are designed to prepare the Customer's trainers to conduct End User training. CentralSquare uses a teach and teach-back approach for Train-the-Trainer to allow for CentralSquare to evaluate the Trainer's knowledge and ability to convey methodology appropriate to the use of the CentralSquare applications.

Successful trainings rely on the customer to dedicate assigned personnel to attend sessions limiting the interruptions of normal work duties. To ensure training is most successful the Customer will provide appropriate classrooms, facilities, connectivity (networks and lines to data terminals), devices with system software installed, and related equipment/materials to support each training class. With a hands-on and interactive approach to training, every effort should be made to include one full-function workstation per student, one full-function workstation for the instructor, necessary projection equipment, a whiteboard, and network connectivity. Every attendee should have the prerequisite skill sets, operations knowledgebase, and dedicated time to complete follow-up tasks after the completion of the training. See Appendix A for an overview of End-User training associated with this project.

## APPENDIX A: Application Deployment Strategies

### PRODUCT: COMMUNITY DEVELOPMENT

#### *Analysis:*

To begin, the Parties jointly perform a comprehensive analysis of Customer's current state processes related to core system functionality. In this stage CentralSquare also begins the process of data conversion by analyzing Customer's legacy data. Significant tasks include:

<i>Major Task</i>	<i>Description</i>
<b><i>Business Process Review</i></b>	Onsite meetings with different areas of Community Development reviewing and analyzing all key business processes. All sessions will be discussions on processes relating to that area within Community Development. Deliverable: Community Development Formal BPR Report and Recommendations.
<b><i>Workbook Introduction</i></b>	CentralSquare shall be onsite to introduce and walk through the workbooks which will be used to capture the existing state of Customer's applicable Community Development modules.
<b><i>Data Migration Mapping</i></b>	CentralSquare shall work closely with the agency's legacy data expert, to review the source data and map it to the proper target data field in Community Development

#### *Monitor & Control:*

During this phase, CentralSquare has become familiar with Customer's configuration requirements, processes and current workflows. With this knowledge, CentralSquare shall deliver Customer's configured system and converted legacy data into the new pre-production environment. Next, CentralSquare shall provide guidance as Customer begins iterative testing that will continue throughout the remainder of the implementation. Also, the data conversion team guides Customer through testing Customer's converted data and Admin training begins. Significant tasks include:

<i>Major Task</i>	<i>Description</i>
<b><i>The Work-Booking Process</i></b>	CentralSquare shall work with Customer remotely across multiple sessions to refine the workbooks to a final state of acceptance.
<b><i>System Configuration</i></b>	CentralSquare Technologies configures system according to signed Decision Workbooks. Client provides additional information as needed.
<b><i>Python Scripting and Geo Database Delivery</i></b>	The GIS Specialist builds Python scripting by GEOTYPE (example: Parcel, Address, Street) based on the Land Management Workbook to gather required data to populate the appropriate Community Development database tables for initial delivery and installation at the Customer's site. Upon completion of the scripting, the GIS Specialist delivers the GEO database to the Database Specialist for inclusion in the initial delivery of Customer's testing database.
<b><i>Configuration Validation</i></b>	CentralSquare Consultant completes the Configuration Validation checklist of the system to verify system is configured to meet the requirements.
<b><i>Admin Skills Workshops</i></b>	Training classes, designed as hands-on workshops, include building code tables, picklists, system settings, and assignment of security permissions. Designed for supervisors, system administrator, and staff with decision-making authority. Please see below for more details.

<i>Modules included</i>	<i>Definition of Module</i>
<b><i>Property Data &amp; Ownership Management</i></b>	Land Management is at the heart of the system, providing comprehensive land data obtained from the assessor's office to ensure accuracy. Users can conduct a preliminary screening of a property and then link a project, permit, or code complaint case directly through Land Management.  Combined with industry-leading GIS technology, users receive the power of database technology with digital maps and aerial photos to provide a graphical view of the land record. This allows the

agency to be proficient in performing spatial analysis (i.e., recognizing areas with several code violations, expiring permits, different zoning criteria) by obtaining the reporting information graphically on the map.

**CAPABILITIES INCLUDE:**

- View any related County Assessor data
- View related records associated with a parcel
- View GIS details with a single click
- See all subdivisions, land splits, annexations, and site mergers
- View owner details
- Create a permit, project, case or license on a land record
- Control parcels, buildings, addresses, and street segments
- Add a warning or lock down a land record
- Manage property inspections
- Define address naming conventions
- Research property and building details
- Print owner merge letters and notifications
- Execute dynamic queries
- Keep historical records

*Geographical  
Information System  
Mapping*

State-of-the-art ESRI GIS Integration allows all development activities such as permits, projects, land management, code enforcement, licensing, and inspections to be managed directly from the parcel fabric. Central Square Community Development leverages Customer's ESRI GIS to enable users to visually search the map for development activity and display results in reports. GIS Integration offers enhanced user controls, allowing users to view related records associated with the parcel, create permits, and code cases directly from the map, and even run a query to illustrate search results.

This allows Customer to become more efficient in recognizing areas with several code violations, expiring permits, or different zoning criteria. Rather than running different reports, this information can be graphically represented on the map.

**CAPABILITIES INCLUDE:**

- Contractors can pay fees for associated permits
- See all subdivisions, land splits, annexations, and site mergers
- Control parcels, buildings, addresses, and street segments
- Manage property inspections
- Define address naming conventions
- Research property and building details
- Create and save spatial bookmarks
- Use multiple internal and public map services
- Use measurement and drawing tools
- Run radius notifications and print owner letters
- Use Network Analyst for routing and directions
- Execute dynamic queries and perform spatial analysis
- Select multiple parcels to combine into a project, permit, or case

**Planning & Zoning**

- Search or create a permit, project, case, or complaint from the map
- Use common Microsoft Bing maps and Google Street View features

Planning & Zoning manages the workflow for all types of projects, from application to review and approval. The system records all assigned actions and any conditions of approval for future evaluation. Attachment capability allows users to scan plans with mark-ups and link them as part of a project's history.

A time clock function automatically schedules critical points along a project's timeline. This ensures all reviewers stay on target. User-definable screens allow administrators to easily create additional screen templates to track and record unique information.

**CAPABILITIES INCLUDE:**

- Track phone calls, emails, or letters
- Track reviews in timesheet
- Project review cycles and notes
- Attach different iterations of plans with mark-ups
- Inspection tracking
- Contact management
- Conditions for approval maintained on project
- Detailed reports for fee information, project tree, and more
- Event scheduler for meeting dates, e. g., Planning Commission
- Automatic assignment of reviews
- Unique fee schedule for each application type
- Track engineering and public works projects
- Direct interface to GIS for project management
- Issue multiple permits from a single project
- Create annexations and subdivisions

**Permitting & Inspections**

Streamline Customer's permitting process by tracking the unique workflows for all types of permits. The Permitting module captures everything Customer's users need, from contact management, related permits, plan review tracking, inspector scheduling, and financial details.

Permits tracked in this module are customized according to Customer's workflow requirements, including permit type, status queues, valuation details, review types, action types, customizable screens, inspection requirements, and fee schedules. Customer can incorporate unique procedures to ensure timelines are met efficiently, reports are executed properly, and managers are alerted when necessary.

**CAPABILITIES INCLUDE:**

- Unique workflow for each permit type
- Schedule inspectors by region, permit type, or inspection type
- Review related cases, projects, sites, or permits
- Compare multiple permits side by side
- Manage permit reviews and conditions
- Unlimited user-defined search options
- Warning flags for outdated contractor licenses
- Copy/duplicate information from another permit

- Require previous inspections
- Create unique job valuations
- User-defined standard comments
- Incorporate unique fee schedules
- Issue permit forms and Certificates of Occupancy
- Use inspection checklists
- Generate public Twitter notifications of permit activity

**Code Compliance**

Code Compliance provides incident and activity management while tracking the workflow for all types of code enforcement activities, from the time a complaint is received through resolution of the incident. When a complaint or violation is entered on a property, Code users have the option to lock down the parcel record and place a flag on all records associated with the property.

Users can maintain contact information and attach images and documents to each issue. Administrators can create user-defined screens to track and record information unique to Customer. This data can be merged into reports, forms, and other documents.

**CAPABILITIES INCLUDE:**

- Create cases from GIS map
- Lock down parcel when certain case types are created
- Track all activity dates
- Follow multiple violations on a code case
- Incorporate all code text into TRAKIT for easy reference
- Attach photos and letters to records
- Email notifications
- Link to different records
- Create Case Details report
- Repeat important dates
- Protect all information from non-officer staff
- Track all phone calls, emails, or letters
- Capture unique information on user-defined screens
- Identify addresses using Google street view
- Generate notice of violations and warning letters

**Business & Regulatory Licensing**

Licensing issues and tracks a variety of license types, including animal, business, and facilities. Customer can tailor several fields to its needs, including license types, classification codes, ownership types, and more. At a glance, users can quickly review all information pertinent to a specific record.

The system maintains insurance details to track workers' compensation, liability insurance, and state business licensing information. Automatic batch processes can send out renewal notices before due dates, and the system processes renewal fees. Reports can display the number of unresolved licenses and show any fees collected.

**CAPABILITIES INCLUDE:**

- Maintain all contact information associated with a license
- Allow for online management for citizens
- Custom-tailored fields and screens

- Manage all activities and reviews
- Batch process for renewal notices
- Proration and penalty fees automatically calculated
- Assign conditions for a business
- Associate fees unique to each license type
- Move licensee information into AEC TRAK directory
- Link license to a specific parcel
- View records related to a license, e.g., permit
- Attach documents and photos
- Track all insurance and registration information
- Check off educational courses completed
- Unique licensing requirements and workflows

*Directory for Architects,  
Engineers & Contractors*

AEC Entity provides instant access to all information associated with people who frequently have business with the agency, as it relates to permits and projects. Any type of professional can be tracked, including architects, engineers, contractors, and surveyors to name a few. Common information associated with these contacts can be viewed quickly from a single screen.

Customer can access license and insurance information, associated contacts, and related records from AEC Entity. Simply look up the professional or business to associate them as a contact in another module. As a result of AEC's directory integration, users will be prompted prior to adding contacts if there is a warning flag or any outdated insurance information.

**CAPABILITIES INCLUDE:**

- Contractors can pay fees for associated permits
- All insurance carrier information can be inserted
- Warning flags prompt users about expired information
- Preview all associated records with the contact
- Chronologically track any communication with contractors
- Maintain license information
- Link to business license information
- Track multiple insurance carriers
- Attach photos and proof of insurance to records
- Internet link provided for state licensing information
- Send emails or text message to individuals
- Add new permits and projects from the AEC record
- Restrict information from certain users

*Customer Relations  
Management*

The CRM module provides the tools Customer needs to quickly capture and manage citizen issues. Users can effectively monitor, and track issues received through the phone or internet. The system logs opened and closed issues as well as their exact location. Users can also link recurring issues and complainants to ensure issues are handled in an appropriate manner.

Workflow activity tracking is designed with built-in processing and features to help users resolve various issues presented by their citizens. Administrators can customize workflows according to pre-existing or new processes. Users can identify the exact location of an incident by using the GIS map.

**CAPABILITIES INCLUDE:**

- Route issues for response
- Filter search results
- Link issues to existing cases or permits
- Capture complainant details
- Use GIS map for pin-pointing exact location
- Audit log to ensure staff accountability
- Transfer workflows into other applications within the agency
- Built-in workflow functionality
- Auto-send emails or letters
- Create a code enforcement case from a reported incident
- Run reports to determine response times
- Track all details associated with the work order
- View entire history of the location
- Route workflows to different departments

*Online Portal for  
Contractors & Residents*

eTRAKiT is a public facing portal that provides access to permit, project, license, code, land, and inspection information. Citizens can request inspections, pay fees, upload plans apply for permits and much more through eTRAKiT.

eTRAKiT offers different profile permissions including anonymous searching as well as restricted access to additional details based on the user's role. Contractors have additional functions that enable them to request inspections for their projects. Additionally, if Customer uses outside plan review agencies or inspectors, eTRAKiT enables them to use back office functions through the portal such as entering results or uploading files.

**FEATURES**

- Apply for permits, projects, and licenses online
- Schedule inspections and review online
- Update license information and pay renewal fees
- Upload application details and submit plans online
- Access to records based on user permissions and profile
- Map-based parcel and address search based on jurisdictions GIS.
- Configure Customer's online portal to match its website
- Outside agencies including plan reviewers and external inspectors can enter data online in an Agency Center
- Contractors have access to record details specific to their role with a historical view of their accounts
- Online payment plugins for variety of payment providers including
  1. Authorize.Net
  2. CardConnect
  3. CardKnox
  4. CSJ (JetPay)
  5. Elavon (Converge)
  6. PayFlowLink (PayPal)
  7. Paymentus
  8. USA ePay
  9. CentralSquare Payments

**Mobiles**

Inspectors and officers can carry information about permits, code enforcement cases, and related inspections on their iPad, Android, or smartphone. Inspectors can modify the inspection status, enter inspection results and notes, schedule inspections, and more, all while in the field.

The Mobiles app allows remote users the flexibility to use CentralSquare from an iPad or Android device even without a constant wireless connection.

Mobile PDA allows access to the same details provided in the office, from smaller devices such as smartphones and tablets.

**FEATURES**

- Result scheduled inspections
- Use standard comments
- Modify, schedule, and route inspections
- View attachments
- View and update contact information
- View fee details
- To-do list of inspections for defined date range
- Add a warning or hold to a property
- View custom screens unique to each record type and add information
- Mapping location uses
- Microsoft Bing
- Find permits, projects, cases, or licenses through ad hoc search functionality
- Contractor access to request inspections
- Inspection checklists
- Play recorded messages
- Send notifications via email

*Admin Skills Workshops*

Workshop training classes, designed as hands-on workshops, include building code tables, picklists, system settings, and assignment of security permissions. Designed for supervisors, system administrator, and staff with decision-making authority, these workshops kick off the application configuration process for designated project committee members. These classes generally are limited to six participants (or as determined by mutual agreement of the CentralSquare and Customer Project Managers) and should be attended by those responsible for maintaining user information and code tables, as well as by subject-matter experts in the specific application area. Class time focuses on beginning the building process under the guidance of the assigned CentralSquare trainer, as well as to discuss CentralSquare recommendations regarding potential configuration options as identified during the Functional Analysis Workshop.

Class Title	# of Classes	Training Type	Intended Audience	Topics	Location
<b>Subject Matter Expert Training</b>	1	Hands-on, Instructor-led Training	System Admins, SMEs & Core Team Members	General Navigation, Overview of each module is included, review of Customer's testing strategy	Remote
<b>Admin Training</b>	1	Hands-on, Instructor-led Training	System Admins	Covers all modules, designed to train local administrators of the system, and covers all	Remote

Class Title	# of Classes	Training Type	Intended Audience	Topics	Location
				areas of configuration with the system	
<b>SSRS Report Builder Training</b>	1	Hands-on, Instructor-led Training	Technical Staff with some SQL / SSRS experience required	Covers basic SQL statement development and using the Report Builder, as well as how to load completed reports into the system	Remote
<b>Cognos Report Writing Training</b>	1	Hands-on, Instructor-led Training	Staff with some forms & report building experience preferred, but not required	Covers basic report development and using the Cognos report building system, as well as how to manage and run completed reports	Remote

*CUSTOM REPORT DEVELOPMENT:*

The Report Development team will work directly with Customer to identify reports to be created. The reports will be chosen by Customer in conjunction with the number of hours available for this task. CentralSquare will scope the requested reports and assign hours to each. Customer will then choose and prioritize the reports that are to fit into the available hours. Hours assigned to each report will include specifications, development of the report, and modifications (within scope). Delivery of the reports will be made as they are completed and approved.

*DATA CONVERSION:*

The data conversion process will start with mapping Customer's legacy data into the Community Development production database format. The process includes three major data refreshes, including the final cut-over for Go Live and any number of minor changes to correct small issues, such as spelling or placement of data within Community Development. The conversion program will be designed to run while the target database is in full operation; however, because of the volume of data being processed, it will be ideal to execute the conversion during a window of minimal usage. Data conversion contracted for this project includes:

*Modules To be Converted      Definition of Module*

<b>Permitting</b>	Legacy permit data currently in the local government agency's currently system of record. Generally, this is data representing the agency's construction or remodeling projects for properties within the agency's jurisdiction. It is intended to ensure that the project plans comply with local, state, and national building and construction regulations
<b>Planning &amp; Zoning</b>	Legacy planning & zoning data currently in the local government agency's currently system of record. Generally, this is data representing the agency's development and design of land use and the built environment, including air, water and the infrastructure passing into and out of the agency's jurisdiction. It is intended to ensure that the land use and zoning changes comply with local standards for land use, zoning, and urban planning
<b>Code Compliance</b>	Legacy case data currently in the local government agency's currently system of record. Generally, this is data representing the agency's regulatory compliance violations for properties within the agency's jurisdiction. It is intended to ensure that the properties conform to the rules and standards set forth in the agency's municipal code of ordinances
<b>Business &amp; Regulatory Licensing</b>	Legacy business licenses data currently in the local government agency's currently system of record. Generally, this is data representing the agency's Regulatory Licenses, which are permits issued by the agency that allow individuals or companies to conduct business within the agency's jurisdiction. It is intended to ensure that the businesses conform to the rules and standards set forth in the agency's municipal code of ordinances and/or the state's regulatory rules
<b>Land Parcel Management</b>	The land parcel data commonly includes details of the ownership, precise location, dimensions, and value of individual parcels of land, within the agency's jurisdiction. It is intended to provide

**Customer Relations Management**

comprehensive land details obtained from the agency's source GIS system or Assessor's office, to ensure accuracy

Legacy data that contains historical communications primarily from property owners within the agency's jurisdiction and generally consists of questions, issues, or complaints

**Entity Management**

The entity data commonly includes details of individuals and businesses that interact with the agency, on a regular recurring basis. It is intended to provide the agency with a quick reference source of contractor, engineer and tradesmen that can be linked to activities within the Community Development system

**INTEGRATION/INTERFACES:**

Integrations and/or interfaces Included in this project include:

Integration/Interface	Use of System	Type / Frequency	Import/ Export	Interface Method / Future Functionality
<b>Document Management System (DMS)</b>	Document Management Systems store, manage and track electronic documents and electronic images	Future Roadmap Item		CentralSquare's Community Development system can store documents within it outside of the database
<b>Financial Batch Export</b>	Queries system for payments and creates a file to be processed in a 3 <sup>rd</sup> party GL	Batch / Nightly	Export	SQL Stored Procedure & SSRS Report
<b>Land Parcel Management Update Routine</b>	Ensures the land parcel data within the system, stays up to date	Batch / Nightly	Import	File Based DLL
<b>Bluebeam</b>	Opens and saves PDFs within the system for plans review and markup	On Demand		File Based DLL
<b>Rock Solid</b>	Processing related issues from 3 <sup>rd</sup> Party CRM solutions	On Demand	Import	File Based DLL
<b>ESRI GIS - Advanced</b>	Uses a published rest endpoint from ESRI to display map data with the system	On Demand	Import	Web Services
<b>Online Payment Gateway</b> <see Note * a. below>	Interface for credit card payment processing	On Demand	Import/ Export	File Based DLL
<b>Over the Counter Payment Gateway</b> <see Note * b. below>	Interface for credit card payment processing	On Demand	Import/ Export	File Based DLL

**Notes:**

\* Customer will need to contract with a new payment provider, to accept payments over the counter (OTC) and/or online and provide credentials to CentralSquare within 30 days of project initiation.

- a. Supported online Payment Providers
  - i. Authorized.Net
  - ii. USA ePay
  - iii. Elevon (Converge)
  - iv. PayFlowPro (PayPal)
  - v. Paymentus
  - vi. Cardknox
  - vii. CardConnect
  - viii. CSI (JetPay)

- ix. CentralSquare Payments
- b. Supported over the counter Payment Providers
  - i. Paymentus
  - ii. Cardknox

*Testing:*

Testing will assess Customer's readiness for Go Live. This includes knowledge transfer, end user training, and change management significant tasks include:

<i>Major Task</i>	<i>Description</i>
<b>Testing</b>	The testing phase is an iterative process, conducted by Customer, to help the consultants check the quality of the legacy data conversion and review the configuration decisions made during the discovery phase of the project. This phase is especially important to ensure a smooth transition before the system launches.
<b>Go Live Support</b>	This session will be used to provide support for Go Live. The topic will be determined by Customer needs. <i>See Go Live below.</i>

*TRAINING:*

Within Testing and Deployment, End-user training is completed.

*End-User Training*

End-user training provides hands-on, process-based instruction focusing on key tasks related to users' job responsibilities. With the decision to choose CentralSquare facilitated training, an instructor provides training on the chosen contracted solutions. End-user classes incorporate extensive activities based on realistic scenarios focusing on processes and tools within the applications for productive use of the system at and after Go-Live. These classes generally are limited to 10-12 participants (or as determined by mutual agreement of the CentralSquare and Customer Project Managers). Agendas for each module will be based on specific configuration and workflows established during the implementation. Topics in end-user classes will include data entry, searching, reporting, and application navigation.

<b>Core Solution</b>	<b># of Classes</b>	<b>Training Type</b>	<b>Intended Audience</b>	<b>Topics</b>	<b>Location</b>
<b>End User Training</b>	1	Hands-on, Instructor-led Training	All Users of the ComDev System	General Navigation, End to end training of each module based on the specific configuration and workflows established during the implementation	Remote

*Other Training Events*

<b>Training Type</b>	<b># of Classes</b>	<b>Training Type</b>	<b>Intended Audience</b>	<b>Topics</b>	<b>Location</b>
<b>Data Querying</b>	1	Hands-on, Instructor-led Training	Data SMEs	How to create ad-hoc reports using tools within the application.	Remote

*Deployment:*

Starts with the completion of Customer's production environment. Then, we conduct a mock Go Live. Finally, once both teams agree on readiness, we Go Live. Significant tasks include:

<i>Major Task</i>	<i>Description</i>
<b>Configure Production Environment</b>	CentralSquare completes the Configuration Validation checklist of the system to verify system is configured to meet the requirements.

<i>Major Task</i>	<i>Description</i>
<b><i>Plan Cutover Schedule and Communications</i></b>	Describes tasks to be handled by CentralSquare and Customer personnel during the initial cutover to Go-Live, including a detailed schedule of CentralSquare personnel covering each shift with resources, process for reporting issues, how they will be handled or escalated, contact names/phone numbers onsite staff, remote and third-party vendors.
<b><i>Execute Go Live</i></b>	Customer transitions from its legacy system to the Community Development system and conducts its normal day-to-day business.
<b><i>Go Live Support</i></b>	This session will be used to provide support for Go Live. The topic will be determined by Customer needs. <i>See Go Live below.</i>

*GO LIVE (additional information):*

CentralSquare offers a variety of Go-Live services to augment the Customer's staff during the transition from the legacy product to the CentralSquare solution. Included in this project, the Project Managers will work together to create a Go-Live Plan to include a schedule of events, resource allocation, communications plan, and issue log. Additionally, CentralSquare will support the Go-Live with the following services:

<b>Type of Resource; Role</b>	<b>Number of Days</b>	<b>Onsite or Remote</b>
<b>CentralSquare: Supporting staff during go live event</b>	2	Remote
<b>CentralSquare Project Manager; Supporting project during go live event</b>	As Needed	Remote

*Definitions:*

<b>Key Deliverables</b>	<b>Description</b>	<b>Frequency</b>	<b>Owners</b>
<b>Project Management Plan</b>	Guides the project management team to monitor and control expectations, budget, scope, schedule, communication, and quality.	Finalized during the Planning phase during discussions about Project team and timeline	CentralSquare Project Management Team
<b>Project Schedule</b>	Identifies tasks to be completed during the life cycle of the project including the key SOW tasks, resources, durations, milestones, and delivery dates	An updated schedule will be provided as needed	CentralSquare Project Mgr. and Customer Project Manager
<b>Communication Plan</b>	Describes the key project team members from CentralSquare and Customer Executives to Subject Matter Experts, includes, roles and responsibilities, and contract information	Provided at Kick-off and updated as required	CentralSquare Project Manager
<b>Decision Workbook</b>	Workbook that contains customer decisions regarding processes and system configurations.	Provided at Kick-off and updated as required	CentralSquare CentralSquare
<b>Monthly Status Report</b>	Following regular status meetings, the CentralSquare PM will provide an updated status report	Determined by Customer need during kickoff	CentralSquare Project Manager and Customer Project Manager
<b>Issues Log</b>	Tracks risks and issues, Assignments, progress, mitigation strategies, due dates, and other relevant information for managing risks and issues	Determined by Customer need during kickoff	CentralSquare Project Manager and Customer Project Manager

<b>Risk Register</b>	Classifies the risk based on probability and impact to the overall project and develops mitigation and response plans, where appropriate.	Maintained throughout the course of the Project	CentralSquare Project Manager and Customer Project Manager
<b>Implementation Guide</b>	End-to-end summary of engagements that make up the CST implementation.	Provided at Kick-off and referred to throughout the project	CentralSquare Project Manager
<b>Test Workbook</b>	Workbook that contains all test and assessment cases completed during the implementation.	Provided at Kick-off and updated as required	CentralSquare Project Manager
<b>Go Live Plan</b>	Describes tasks to be handled by CentralSquare and Customer personnel during the initial cutover to Go-Live, including a detailed schedule of CentralSquare personnel covering each shift with resources, process for reporting issues, how they will be handled or escalated, contact names/phone numbers onsite staff, remote and third-party vendors.	A draft will be provided prior to Go-Live, reviewed with the Customer, and finalized for distribution to stakeholders	CentralSquare Project Manager and Customer Project Manager
<b>Services to Support/CSM Project Closeout Report</b>	The delivery of formal closing documents as part of acceptance includes completed project artifacts outlined above, change order summary, lessons learned and recommendations, risk and issues log, customer support transition plan, and description of steady state operations.	Provided at the end of the project	CentralSquare Project Manager

## APPENDIX B: RACI Chart

<ul style="list-style-type: none"> <li><b>R</b>esponsible (Who is/will be doing this task?)</li> <li><b>A</b>ccountable (Who is the decision maker?)</li> <li><b>C</b>onsulted (Anyone/stakeholders that can talk about it.)</li> <li><b>I</b>nformed (Whose work depends on this task/needs to be kept up to date?)</li> </ul>	Sales		Project Management		RMO		Service Delivery						GIS		Cloud Services		Cust Success	Support	Customer			
	Account Executive	PMO Senior Leadership	PM Manager	Project Manager	RMO Leadership	Resource Planner	SD Senior Leadership	SD Manager	Trainer	Consultant	Installation Specialist	Data Conversion Specialist	GIS Manager	GIS Specialist	Cloud Team Leadership	Cloud Team	Cust Success Manager	Support Analyst	Customer Sponsor	Customer PM	Cust Functional Leads	Customer SME's
<b>Phase 1: Initiation</b>																						
Assigning a Project Manager			R, A	I				I														
Sending Introductory Email to Customer				R, A				I												I		
Performing Contract / Project Setup and Intelligence Review			C	R, A				I														
Sizing a Project for Velocity			C	R, A				C														
Requesting an Implementation Guide			C	R, A																		
Building Project Folder				R, A																		
Building Initial Draft of Project Artifacts			C	R, A																		
Initially Contacting Third Party Vendors				R, A																		
Requesting Work From the Cloud Team				R, A				I						I	I							
Sending Welcome Package to Customer				R, A					I	I	I	I	I					I	I	I	I	
Conducting Sales to Service Transition Call	C		C	R, A				C	I	I	I	I	C	I	I							
Initially Calling Customer				R, A					I									I	C	I	I	
Drafting Initial Project Timeline				R, A		I		C		I								I	C	C	C	
Completing Project Initiation Checklist				R, A														I	C	C	C	
<b>Phase 2: Planning</b>																						
Performing Project Kickoff	I	I	C	R, A				I	C	C	C	C	C	C	I	I			C	C	C	
Scheduling Resources			I	C	C	R		AC	I	I	I	I	C	I	I							
Reviewing Project Plan with Customer				R, A					I										I	C	C	
Receiving Project Plan Customer Signoff			I	I	R, A	I	I	I	I	I	I	I	I	I	I			C	C	C	C	
Completing Project Planning Checklist				R, A														I	C	C	C	
<b>Phase 3: Monitor &amp; Control</b>																						
Conducting Cadenced Status Meetings				R, A					C	C	C	C		C		C				C	C	
Completing Monthly Status Reporting		I	I	R, A				I	I	C	C	C	C	I	C	I			I	I		
Performing Issue Management		I	C	R, A				I	C	C	C	C	C	C	C	I	C		I	C	C	
Performing Risk Management		I	C	R, A				I	C	C	C	C	C	C	C	I	C		C	C	C	
Performing Change Control Management				R, A															C	C	C	
Performing Change Management				C															R, A	R	R	
Performing Project Health Management		I	C	R, A				I	C	C	C	C	C	C	C	I	C		I	C	C	
Performing Executive Stakeholder Management		I	C	R, A				I	C	C	C	C	C	C	I	C			C	C	I	
Preparing for Go-Live		I	C	R, A				I	C	C	R	R	C	C	C	C	I	I	I	C	C	
Conducting Go-Live	I	I	C	R, A				I	C	C, R	R	R	R	C	R		R		I	C	C	
<b>Stage 1: Analysis</b>																						
Workflow Analysis			I	I				I	C	C	R	A	C	C	C				I	C	C	
Analyze Technical and Functional Requirements			I	I				I	C	C	R	A	C	C	C				I	C	C	
Data Migration Mapping			I	I				I	C	I	A	C	R	C	C				I	C	I	
<b>Stage 2: Configuration</b>																						
Build Environment				I				I	I	I	A	R		C	C				I	I	C	
Configure Environment									C	R	C			C	C				I	I	C	
Unit Testing				A						R	C			C	C				I	I	C	
Administrative Workshops									R	C				I	I				I	I	C	
Data Conversion				I					I		A	C	R	I	C				I	I	I	
<b>Stage 3: Testing</b>																						
Testing				I					I		R	C								I	C	
Fix Issues and Retest				I					C		R	A	C								C	
System Sign-Off				A					I		R	C		I	C				I	C	C	
Knowledge Transfer/User Training				I					I	R												
Go-Live Readiness				A					I		R								I	I	I	
<b>Stage 4: Deployment</b>																						
Configure Production Environment			I	I				I	I		C	R									C	
Plan Cutover Schedule and Communications				R					C		C	C							I	C	C	
Pre-Launch Testing									I		R	C										
Go-Live + Communication		I	C	R					C		C	C							I	I	I	
<b>Phase 4: Closeout</b>																						
Completing Transition to Support and CSM		I	I	R, A				I	I	I	I	I	I	I	I		R	R		C	C	
Delivering Post Go-Live Items				R, A					R	R	R	R		R								
Performing Post Go-Live Issue Resolution				R, A					R	R	R	R		R		R		R				
Conducting Closeout Meeting with Customer				R, A															I	C	C	
Performing Contract Reconciliation				R, A					I													
Completing Lessons Learned		I	C	R, A	I	C	I	C	C	C	C	C	C	C	C	I	C	I	I			
Archiving Project Folder				R, A																		
Performing Management Review			C	R, A																		
Closing Project in OpenAir				R, A																		
Completing Project Closeout Checklist				R, A																		

## APPENDIX C: General GIS Requirements

### Introduction

Community Development includes a property record application where users can look up current parcel activity and information related to the parcel. The GIS Module is at the heart of the system and provides comprehensive land data obtained from either the assessor's office or Customer's GIS data to ensure accuracy. Users can conduct a preliminary screening of a property and then link a project, permit, code enforcement case, or license record directly through GIS Module.

The GIS integration requires map services to be provided and maintained by Customer, and the Land Management Update Routine (LTUR) performs a one-way update process pushing updates to the Community Development data daily/weekly/monthly outside of business hours.

### GIS Data Requirements

All GIS feature classes, also referred to as layers, must have correct geometry in an Esri-recognized local projection. Customer is responsible for providing and maintaining GIS data in a consistent format, including the feature class name, location, field schema, projection, etc. Unique types of features, such as parcels, must be provided and maintained in single feature classes. For example, if Customer's jurisdiction crosses two counties who provide street data, Customer will need to combine both street data feature classes into a singular layer.

The Land Management Workbook, to be completed by Customer, maps the field in Customer's GIS data to the appropriate fields in the Community Development database enabling them to appear in the system. Data attribute requirements are limited; however, missing attributes will result in empty values for the associated attributes in the system. A limited number of user-defined fields are available in the system to enable Customer to include attributes that are outside of the standard fields.

### GeoTypes

GeoTypes are the core GIS features integrated into Community Development and include any of the following features:

- Parcels: required
- Address Points: recommended
- Streets: recommended
- Others can be discussed with the GIS Specialist during the initial consultation

A dedicated ID field (string data type) is required for each GeoType feature class except for parcels, which should use the Assessor's ID for that purpose. Each ID value must be unique across GeoTypes, and the ID and other critical fields are required to be present in the primary published map service. Condominiums may be represented with stacked parcels.

### Boundary / Polygon Layers

Typical boundary layers include zoning, Town limits, historical districts, flood zones, etc. A limited number of spatial joins can be configured by CentralSquare to add attributes from boundary data to the GeoTypes to enable full functionality. The most common example is joining the zoning layer to the parcel data.

For clients with the GIS Advanced license, geography-based Spatial Rules triggering fees, reviews, inspections, and more during the creation of permits, projects, code cases and licenses are based on the relationship between GeoType Layers and others. Customer is required to supply any polygon layers that are to be used to designate areas impacted by Spatial Rules.

## ArcGIS Enterprise (Server) Requirements

Community Development requires map services to be published with Esri's ArcGIS Enterprise or ArcGIS Server. The ArcGIS instance does not need to be solely dedicated to this purpose but must meet the requirements below.

- ArcGIS Enterprise versions 10.3.1 to 10.8 (*check with CentralSquare on later version compliance*)
- Authentication/Security
  - Customer must provide CentralSquare with login credentials for an ArcGIS Portal User
  - Web-tier authentication using Windows Authentication is not supported for cloud clients; however, on premise clients with version 18.2 HF09 or later may utilize this.
  - SAML based Active Directory based Federation is not supported. However, Portal for ArcGIS can use built-in account.
- If Community Development is to be hosted by CentralSquare, Customer's map services must be available externally through the web. This typically requires the ArcGIS Web Adapter to reside in Customer's DMZ.
  - CentralSquare will require built-in user's admin credentials for map rendering and source of data for Land Management Update Routine.
  - SAML and Web-tier based authentication will not be supported. Development work in progress.

## ArcGIS Online

ArcGIS Online may be used to provide map services as an alternative to ArcGIS Server for the Standard GIS License only. **NOTE: ArcGIS Online is not supported for the GIS Advanced license/Spatial Advisor and the eTRAKiT map.**

## ArcGIS Map Service Requirements

The Community Development GIS integration relies on ArcGIS map services that are created and maintained by Customer.

## Map Service Rules and Requirements

- Community Development requires an Admin Portal user and password to consume REST URLs from a portal. An ArcGIS Online user may be provided as alternative if the service is not to be used for the GIS Advanced licenses/Spatial Advisor or eTRAKiT.
- Map services must be available externally through the web for Cloud clients.
- All map services must start with Layer (0) and run consecutively without gaps between layer numbers
- Additional service-specific requirements are outlined below

## Required Map Services

Customer is required to provide a minimum of three dedicated ArcGIS map services. Those and additional optional services are outlined below.

### 1. Feature Map Service

This map services provides the GIS data necessary to populate and maintain the data in the Community Development's Geo Tables in the cloud SQL database. This service must include all layers to be integrated with Community Development. Feature access must be enabled with Query/Data operations allowed, and all layers must be in same projection.

### 2. GeoType Map Service

The GeoType Map Service is used to provide access to ESRI feature class data in the management of the Community Development Software. Feature access must be enabled, and all layers must be in same projection.

### 3. Display Map Service

The Display Map Service provides an interactive view map in the application. Customer should build this map service with the symbology, scaling, and layer order that will provide end users the best and most complete experience. This service requires a geometry service and a printing service

### 4. Optional Display Map Services

Other map services can be added to Community Development's Map Viewer to provide more mapping functionality to Customer's users, in a view-only mode. This service requires a geometry service and a printing service.

#### **Additional Details:**

- Aerial Photos:
  - Must be a tiled, cached map service.
  - Image Services are not supported.
- Community Development's Map Viewer supports Street View and Bird's View with a valid Google map key. Clients will need to provide this key and add the Community Development URL as a valid referrer.
- Map services can be specific to departments within Customer's organization, such as public works, utilities, recreation facilities, etc.
- Community Development's Map Viewer can support:
  - Routing services via Network Analysis Server
  - Geocoding services

## APPENDIX D: Cloud Services (Cloud Services - AWS)

CentralSquare and Customer will conduct the following as part of this project.

### SAAS

Tasks	Name	Description	Customer Role	CentralSquare Role
1.	Creation	Initial Creation of CentralSquare's Community Development software	<ul style="list-style-type: none"> <li>Attend Discovery Call</li> </ul>	<ul style="list-style-type: none"> <li>Discovery Call</li> <li>Complete install and data migration</li> </ul>
2.	Test Account Creation	Test Account Creation is the creation of the test account which is cloned from the pre-production environment.	<ul style="list-style-type: none"> <li>Validate Account</li> </ul>	<ul style="list-style-type: none"> <li>Create Test Account</li> </ul>

### Assumptions

- CentralSquare will migrate all Customer data into the Community Development database and confirm that the Community Development software's primary system functions are available.
- CentralSquare will install the Community Development software into the Public Government Cloud environment, managed by the Cloud services team centers and provide access to the Customer through a standard URL. We will also provide a VPN device to access the URL to secure Customer required third-party integrations identified for this project.
- CentralSquare will complete all work remotely
- CentralSquare will create one (1) Production Account and one (1) Test Account as part of the Agreement. Additional accounts will require additional hours added under separate quote by mutual written agreement at CentralSquare's prevailing rates.

### Roles and Responsibilities

#### CentralSquare:

- Load files and perform initial configuration of all licensed CentralSquare applications, including base and add-on modules, and interfaces to third-party applications. Configuration includes activating appropriate modules, table set up, and selection of mandatory configuration settings based on combination of CentralSquare applications purchased.
- Set up test environment as mirror copy of the production environment.
- Conduct a test to verify that CentralSquare applications have been installed and configured successfully, operating properly, and are ready to begin the implementation and configuration process. Note: Not all CentralSquare components may be ready at this point, for a full test, but a reasonable effort ensures CentralSquare components are ready for the next step in the process. CentralSquare installation services will ensure that all needed components are prepared and ready prior to

conducting subsequent activities for the specific application area according to the agreed upon Project Schedule.

**Customer:**

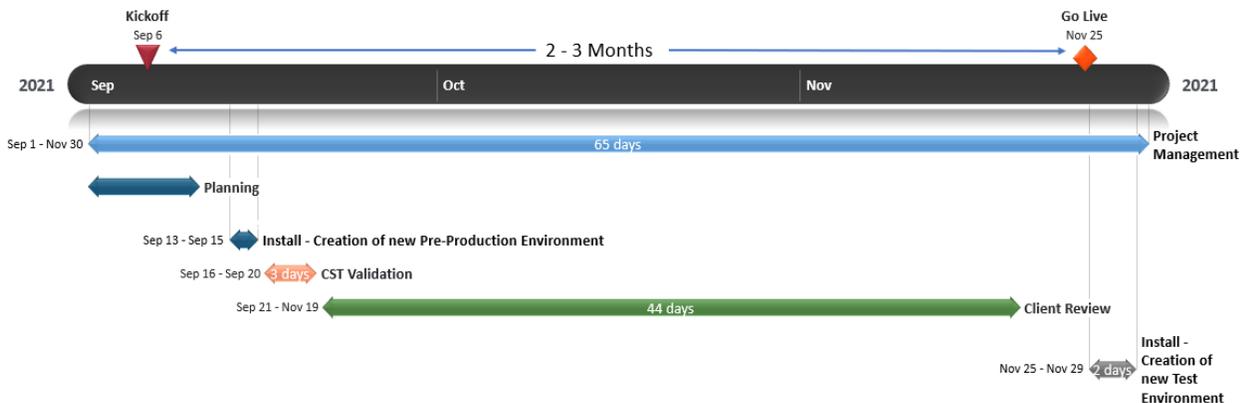
- Participate in planning activities (conference calls, emails) with CentralSquare Application Installation Consultant and Technical Lead.
- Provide access to Customer's servers (including third-party) as required for CentralSquare Technical Lead and Application Installation Consultant to perform installation and migration tasks.
- Attend knowledge transfer sessions focusing on how to prepare workstations or mobile computers to run CentralSquare applications.

## APPENDIX E: SAMPLE Implementation Timeline & Project Plan

Below is an example of CentralSquare's proposed timeline and project plan with proposed dates. Actual dates will be mutually agreed between both Customer & CentralSquare Project Managers.

### Sample Project Timeline

## Community Development Upgrade Project Timeline Sample



## Sample Project Plan

Task Name	Notes	Duration	Start	Finish
<b>Upgrade Schedule</b>				
<b>Initiation</b>		<b>65 days</b>	<b>Wed 9/1/21</b>	<b>Tue 11/30/21</b>
Sales to Service Transition Call	Deliver Project initiation checklist to client.	1 hr	Wed 9/1/21	Wed 9/1/21
Notifying the Cloud Team	Creates a plan for Central Square's Cloud Team to spin up servers for client and schedule initial installation.	0.5 hrs	Thu 9/2/21	Thu 9/2/21
Project Timeline - Initiation & Scheduling	Creation of draft upgrade schedule and tentative scheduling for resources.	0.5 days	Thu 9/2/21	Thu 9/2/21
Project Timeline - Initiation	Creation of draft upgrade schedule and tentative scheduling for resources.	2 hrs	Thu 9/2/21	Thu 9/2/21
GeoTRAK Update Routine - Scheduling	Scheduling plan and resource for GTUR	1.5 hrs	Thu 9/2/21	Thu 9/2/21
Citizen Engagement - Scheduling	Scheduling plan and resource for Citizen Engagement	4 hrs	Thu 9/2/21	Thu 9/2/21
Fusion - Scheduling	Scheduling plan and resource for fusion services	2 hrs	Thu 9/2/21	Thu 9/2/21
AnalyticsNOW Scheduling	Scheduling plan and resource for AnalyticsNOW	1 hr	Thu 9/2/21	Thu 9/2/21
Project Initiation Checklist	Central Square provides the client with a Project Initiation Checklist containing actions required by the client.	0.13 days	Wed 12/4/19	Wed 12/4/19
Project Initiation Checklist - Internal		1 hr	Wed 12/4/19	Wed 12/4/19
Project Initiation Checklist - External		0 hrs		
Project Timeline - Sign Off	Central Square provides the client with a draft timeline to review, provide feedback & sign-off.	0.5 hrs	Thu 9/9/21	Thu 9/9/21
<b>Planning</b>		<b>0.13 days</b>	<b>Mon 9/6/21</b>	<b>Mon 9/6/21</b>
Kick-off Meeting	Client call to review SOW and next steps. Discuss questions related to Project Initiation Checklist.	1 hr	Mon 9/6/21	Mon 9/6/21
<b>Monitoring &amp; Controlling</b>		<b>56.88 days?</b>	<b>Wed 9/8/21</b>	<b>Fri 11/26/21</b>
Initial Migration		10 days	Wed 9/8/21	Wed 9/22/21
Initial Migration - .NET Data	Data Conversion resource to review and complete conversion of TRAKIT.NET database to Community Development	1 day	Wed 9/8/21	Thu 9/9/21
Initial Migration - GeoTRAK Update Routine	Data Conversion Specialist reviews and updates client's existing LandTRAK script	16 hrs	Wed 9/8/21	Fri 9/10/21
Initial Migration - Custom Reports Conversion	CentralSquare completes conversion of 10 custom SSRS reports or as noted in the contract	40 hrs	Wed 9/15/21	Wed 9/22/21
Installation - Pre-Prod		1 day	Fri 9/10/21	Mon 9/13/21
GIS Re-configuration - Pre-Prod		8 hrs	Fri 9/10/21	Mon 9/13/21
Fusion Installation - Pre-Prod	CentralSquare will setup pre-production instance of requested fusion services	4 hrs	Fri 9/10/21	Mon 9/13/21
AnalyticsNOW Installation - Pre-Prod	CentralSquare will setup pre-production instance of AnalyticsNOW	3 hrs	Fri 9/10/21	Mon 9/13/21
Initial Migration Testing		9.25 days	Tue 9/14/21	Tue 9/28/21
Initial Migration - Client Testing	Client to test initial migration and all related integrations. CentralSquare will provide client with a high-level testing checklist, and recommends client create detailed test plan to ensure application, reports, forms, mail merge documents, 3rd	0 hrs	Tue 9/14/21	Tue 9/14/21
Initial Migration Cut-Off	Client creates tickets for any issues found during initial migration testing by this date	0 hrs	Tue 9/21/21	Tue 9/21/21
Initial Migration - Issue Resolution	CentralSquare resources will work through issues documented in Freshdesk to provide resolutions.	1 day	Wed 9/22/21	Thu 9/23/21
GIS Re-configuration - Issue Resolution		2 hrs	Mon 9/27/21	Tue 9/28/21
Fusion Testing		4 hrs	Thu 9/16/21	Fri 9/17/21
Citizen Engagement - Consolidated Console Training		4 hrs	Fri 9/17/21	Mon 9/20/21
Installation - Test	CentralSquare install team will provide a test instance of the Community Development environment with all relevant integrations to allow testing of configuration changes or software updates before implementing in live system.	2.5 days	Tue 9/28/21	Thu 9/30/21
GIS Re-configuration - Pre-Prod		4 hrs	Tue 9/28/21	Tue 9/28/21
Fusion Installation - Test	CentralSquare will install all requested Fusion services in test environment	4 hrs	Thu 9/30/21	Thu 9/30/21
AnalyticsNOW Installation - Test	CentralSquare will install all AnalyticsNOW in test environment	3 hrs	Thu 9/30/21	Thu 9/30/21
Business Process Optimization (BPO)	The purpose for a Business Process Optimization is to review current workflows and to determine how to improve	17.63 days	Tue 9/28/21	Fri 10/22/21
Business Process Optimization (BPO) - Planning & Prep	Consultant prepares for Business Process Optimization using the prep checklist.	1 hr	Tue 9/28/21	Tue 9/28/21
Business Process Optimization (BPO)	On-site training divided between instruction and guided experimentation	24 hrs	Thu 10/7/21	Tue 10/12/21
Business Process Optimization (BPO) - Follow-up	Consultant completes a formal BPO write-up.	2 hrs	Wed 10/13/21	Wed 10/13/21
Business Process Optimization (BPO) - Configuration	Consultant configures test system based upon optimization changes determined during BPO.	11 hrs	Wed 10/20/21	Fri 10/22/21
<b>Spatial Rules</b>		<b>18.88 days</b>	<b>Wed 10/20/21</b>	<b>Tue 11/16/21</b>
Spatial Rules - Workbook Introduction		3 hrs	Wed 10/20/21	Thu 10/21/21
Spatial Rules - Workbook Review 1st		3 hrs	Thu 10/28/21	Thu 10/28/21
Spatial Rules - Workbook Review 2nd		3 hrs	Thu 11/4/21	Thu 11/4/21
Spatial Rules - Configuration		22 hrs	Thu 11/11/21	Tue 11/16/21
AnalyticsNOW		30.13 days	Thu 10/7/21	Thu 11/18/21
AnalyticsNOW - Overview	Pre-training preparation meeting	4 hrs	Thu 10/7/21	Fri 10/8/21
AnalyticsNOW - Administration Training	Training select admin users on backend configuration of report writing product	4 hrs	Fri 10/8/21	Fri 10/8/21
AnalyticsNOW - Report Writing Training	On-site training divided between instruction and guided experin	32 hrs	Tue 11/2/21	Mon 11/8/21
AnalyticsNOW - Project Management	Follow up after between trainings with client and consultant, review of after action reports, management of follow up items.	1 hr	Tue 11/9/21	Tue 11/9/21
AnalyticsNOW - Workshop or Report Development	Client option for 32 hours for an on-site guided workshop or an additional 32 hours of report development	32 hrs	Tue 11/9/21	Mon 11/15/21
AnalyticsNOW - Training Review	Remote follow up session with AnalyticsNOW consultant for refresher training, questions, or issue resolution.	4 hrs	Wed 11/17/21	Thu 11/18/21
AnalyticsNOW - Training Followup	Consultant after action	4 hrs	Thu 11/18/21	Thu 11/18/21
AnalyticsNOW - Project Management	Follow up after on site training with client and consultant, review of after action reports, management of follow up items.	1 hr	Thu 11/18/21	Thu 11/18/21
<b>Spatial Rules Testing</b>		<b>7 days</b>	<b>Wed 11/17/21</b>	<b>Fri 11/26/21</b>
Spatial Rules - Client Testing	Client to test optimization	0 hrs	Wed 11/17/21	Wed 11/17/21
Spatial Rules - Cut-Off	Client creates tickets for any issues found during initial migration testing by this date	0 hrs	Wed 11/24/21	Wed 11/24/21
Spatial Rules - Issue Resolution	CentralSquare resources will work through issues documented in Freshdesk to provide resolutions.	8 hrs	Thu 11/25/21	Fri 11/26/21

SME Training		11.25 days	Fri 10/15/21	Mon 11/1/21
SME Training - Planning	Client project manager attends and participates in meeting to review plan for onsite SME Training. Central Square Technologies consultant/trainer reviews plan with client based	0.5 hrs	Fri 10/15/21	Fri 10/15/21
SME Training - Prep	Consultant/Trainer prepares for SME Training using the prep ch	0.5 hrs	Fri 10/15/21	Fri 10/15/21
SME Training	Client's SMEs attend and participate in training on how to use & test the delivered system.	32 hrs	Mon 10/25/21	Fri 10/29/21
SME Training - Citizen Engagement		2 hrs	Fri 10/29/21	Fri 10/29/21
SME Training - Fusion		10 hrs	Fri 10/29/21	Mon 11/1/21
SME Training - Follow Up	Consultant/Trainer completes the SME Training Followup check	1 hr	Mon 11/1/21	Mon 11/1/21
Optimization Testing	Consultant delivers test plan to the client. Consultant will inform client to log issues identified during the testing phase through CentralSquare's issue tracking system. CentralSquare Resources will work to resolve issues	7 days	Tue 11/2/21	Thu 11/11/21
Optimization - Client Testing	Client to test optimization	0 hrs	Tue 11/2/21	Tue 11/2/21
Optimization - Cut-Off	Client creates tickets for any issues found during initial migration testing by this date	0 hrs	Tue 11/9/21	Tue 11/9/21
Optimization - Issue Resolution	CentralSquare resources will work through issues documented in Freshdesk to provide resolutions.	1 day	Wed 11/10/21	Thu 11/11/21
Go Live Readiness		1.25 days?	Mon 11/15/21	Tue 11/16/21
Go Live Checklist Complete		1 day?	Mon 11/15/21	Tue 11/16/21
GIS - Confirmation	GIS Tickets & Final GIS Site Review	1 hr	Mon 11/15/21	Mon 11/15/21
GeoTRAK Update Routine - Confirmation	confirming go live readiness for GTUR	1.5 hrs	Mon 11/15/21	Mon 11/15/21
Citizen Engagement - Confirmation	confirming go live readiness for Citizen Engagement	2 hrs	Mon 11/15/21	Mon 11/15/21
AnalyticsNOW - Confirmation	confirming go live readiness for AnalyticsNOW	0.5 hrs	Mon 11/15/21	Mon 11/15/21
Fusion - Confirmation	confirming go live readiness for all Fusion services	2 hrs	Mon 11/15/21	Mon 11/15/21
Testing Phase Ends	Client provides confirmation via email/Testing End Letter System Testing has been completed for Community Development and all related integrations. Once Client confirmation received, CentralSquare to start preparation for	0.5 hrs	Tue 11/16/21	Tue 11/16/21
Final Delivery Revisions List	Client will provide CentralSquare with a new list of issues identified during the testing phase.	1 hr	Tue 11/16/21	Tue 11/16/21
GeoTRAK Update Routine - Final	Data Conversion Specialist reviews and updates client's existing LandTRAK script	2 hrs	Tue 11/16/21	Tue 11/16/21
Final Delivery		0.5 days	Wed 11/17/21	Thu 11/18/21
Final Delivery - Data Migration	CentralSquare will provide responses/corrections to the issues submitted by the Client. The data migration is being completed in the pre-production account by the Data Conversion Team	1 hr	Wed 11/17/21	Wed 11/17/21
Final Delivery - Client Testing		0 hrs	Wed 11/17/21	Wed 11/17/21
Final Delivery - Configuration	the BPO configuration is moved from the test account to the pre-prod account by the Consultant Team. This will be the final configuration used once the client is live.	2 hrs	Wed 11/17/21	Wed 11/17/21
GIS - Issue Resolution	CentralSquare resources will work through issues documented in Freshdesk to provide resolutions.	4 hrs	Wed 11/17/21	Thu 11/18/21
End User Training	CentralSquare will train all end users during the coordinated timeframes. By completion of training, all end users will be utilizing the latest release of TRAKIT.	14.25 days	Thu 11/4/21	Wed 11/24/21
End User Training - Planning	Client attends meeting to plan end user training.	0.5 hrs	Thu 11/4/21	Thu 11/4/21
End User Training - Prep	Central Square Technologies prepares for end user training based on End User Training Prep checklist.	0.5 hrs	Wed 11/17/21	Wed 11/17/21
End User Training	CentralSquare will train all end users during the coordinated timeframes. By completion of training, all end users will be utilizing their upgraded version of TRAKIT.	24 hrs	Thu 11/18/21	Tue 11/23/21
End User Training - Citizen Engagement		2 hrs	Tue 11/23/21	Tue 11/23/21
End User Training - Fusion		10 hrs	Tue 11/23/21	Wed 11/24/21
<b>Project Closure</b>		<b>3.13 days</b>	<b>Thu 11/25/21</b>	<b>Tue 11/30/21</b>
Go Live	CentralSquare resource(s) onsite to complete end-user training and take TRAKIT live.	3.13 days	Thu 11/25/21	Tue 11/30/21
Transition to Live	CentralSquare will process data for Go Live and deliver back to the Client's environment as outlined in the Go Live Readiness	1 hr	Fri 11/26/21	Fri 11/26/21
Go Live Support - Project Management		1 day	Mon 11/29/21	Tue 11/30/21
Go Live Support - Onsite		16 hrs	Thu 11/25/21	Mon 11/29/21
Go Live Support - GIS	GIS consultant will provide remote support to assist with any issues or questions during go live	2 hrs	Mon 11/29/21	Mon 11/29/21
End User Training and Go Live - Followup	Consultant/Trainer completes the End User Training Followup checklist.	1 hr	Tue 11/30/21	Tue 11/30/21

## SCOPE OF WORK (ENTERPRISE ASSET MANAGEMENT)

# Implementation Statement of Work

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### Project: Erie, CO, Enterprise Asset Management (EAM)

CentralSquare is implementing a configurable, commercially available, off-the-shelf solution. The parties mutually agree and acknowledge this Statement of Work (SOW) is to be a planning and general guidance document, not the detailed requirements or design of the solution (which will occur after contract signing).

#### *Project Start Date*

Parties agree the Project Kickoff Meeting will be scheduled within sixty (60) days from the Effective Date of the CentralSquare Solutions Agreement.

#### *Services Scope*

The following outlines the proposed methodology for the project management, consulting, configuration, testing, training, and other services work necessary for the implementation.

#### *Functional Groups*

The Enterprise Asset Management solution will be implemented for Customer for the following functional groups:

- Water Distribution
- Water Backflow Prevention
- Treatment Plants
- Sewer/Stormwater Collections
- FOG/IPT
- Streets
- Parks/Facilities
- Fleet
- Warehouse Inventory

#### *Project Teams*

Project teams from all parties will include functional experts, technical resources, and decision makers. CentralSquare and the Customer agree to make all necessary arrangements to ensure resources are available at each stage to ensure timelines are met. CentralSquare uses a RACI (Responsible, Accountable, Consulted, and Informed) chart to outline the expectations from each member of the team, from all parties. A sample RACI Chart can be found below.

#### *Project Management Methodology*

The implementation is conducted by a cross-functional team of experts from several departments within CentralSquare led by the assigned Project Manager. A phased approach to project management is followed to ensure the critical services are consistent and results are achieved. Phases include:

**Initiation:** This phase includes the contract execution and transition to the Service Delivery team. CentralSquare may schedule an all-team meeting to kick off the project. The kickoff meeting will include time for the project managers from both teams to review all contractual documentation and begin the process of finalizing the integrated project schedule.

**Planning:** During the planning phase, the project managers from both teams will meet to discuss all tasks and resources necessary to successfully complete implementation. The project team from CentralSquare will be finalized, project governance will be established, and a communications plan will be drafted and shared with the parties.

Deliverables during the planning phase include the integrated baseline project schedule, communications plan, resource plan, and governance plan.

***Monitor and Control:*** Throughout the project, the project managers will work together on monitoring and controlling the overall project health. This includes regular status meetings/reports, quality reviews, managing risks/issues, and managing resources. Project managers will work together to manage the overall timeline, scope and respective budgets, as well as ensuring the customer’s objectives are being met along the way. Any items determined to be out of scope will be immediately address by Central Square and customer Project Manager.

Deliverables during this phase include regular status reports, risk/issue log, regular stakeholder meetings, and all project schedule updates.

***Project Close Out:*** The final stage of the project includes an introduction and transition to the Customer Support team and the Customer Success team. During transition, the project managers will work together to conduct an audit of tasks and deliverables associated with the project. Any mutually agreed upon delayed deliverables will be scheduled for post go-live and documented. Any contracted post go-live activities will be reviewed and scheduled as necessary before transition to Customer Support.

### ***Implementation Methodology***

CentralSquare Professional Service Consultants and Project Manager follow a standard implementation approach divided into stages throughout the course of the project. Several types of services and resources (defined herein) will be used during each stage to complete the necessary steps for successful deployment of the contracted services.

#### ***Installation:***

CentralSquare Cloud Services team will deploy the EAM environment in the appropriate Amazon Web Services (AWS) region and generate the Customer’s master configuration profile. This configuration includes the various backend account information the EAM uses, accounts for the Customer to remote to the “Desktop Utilities Machine”, and the EAM software version to be used. This information is stored in a secure, Customer-specific storage “bucket” that only the EAM automated provisioning system can access.

CentralSquare will execute an AWS Cloud-formation script that takes all configuration information and automates the creation of the Customer’s entire environment (network, firewall rules, hosts, database, load balancers, etc.) to best optimize the hosting environment for the EAM. The installation and setup of Cognos Analytics and RockSolid OneLink with EAM will also be performed. Once the environment is up, CST will perform connectivity tests to ensure the environment is functioning properly.

Participation in the Installation task will include CST Project Manager, CST Cloud Specialist and Customer’s IT Subject Matter Expert.

#### ***Analysis:***

During this stage of the implementation, CentralSquare Consultants will meet with the Customer’s functional experts to review the current workflows of key functions impacted by this project and the contract software. In this stage we also begin the process of data conversion by analyzing Customer's legacy data. Significant tasks include:

<b><i>Major Task</i></b>	<b><i>Description</i></b>
<i>Business Process Review</i>	Workshop meetings with different areas of EAM reviewing and analyzing all key business processes. All sessions will be discussions on processes relating to that area within EAM.
<i>Workflow setup</i>	CentralSquare shall use a work-booking process to gather the required inputs for all possible workflow combinations within the Work modules. Categories help organize work by organizational division and asset type, Problems define the reason work is being done, Tasks identify the actions taken and Causes capture the reason the Problem occurred.
<i>GIS Integration</i>	The GIS specialist will first perform a GIS audit to review the existing GIS architecture and discuss ESRI deployment options. A data mapping exercise will then align each GIS feature class layer to the pertinent asset module and the GIS data will be loaded into EAM using synchronization tools. Once the initial GIS data has been loaded, the various system settings

**Major Task Description**

<i>Data Migration Mapping</i>	will be adjusted to refine how data flows between EAM and GIS to ensure full synchronization for all editing workflows. The process of mapping legacy data to the destination module in the CentralSquare EAM system. This includes vertical asset data migration as well as core Workflow setup configuration data.
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*Configuration:*

Finalizing the EAM configuration will be a collaborative process driven by the functional requirements discovered during the business process review and through consultative engagements between CentralSquare staff and the customer's Subject Matter Experts. Significant tasks include:

**Major Task Description**

<i>The Work-Booking Process</i>	CentralSquare shall work with Customer remotely across multiple sessions to refine the workbooks to a final state of acceptance.
<i>System Configuration</i>	CentralSquare shall build the initial configuration based on the Business Process Review and Workflow Setup activities. Further refinement of the system configuration will be performed collaboratively with subject matter experts from each functional group.
<i>Vertical Assets</i>	A workbook process will be used to gather all vertical assets to be loaded into EAM. Hierarchy definitions by park and / or facility location will be assigned through this process to allow for easy drill-down navigation of the assets. The EAM Import & Update tool will then be used to load the vertical assets and hierarchy relationships into the respective modules.
<i>Configuration Validation</i>	CentralSquare shall work with the system administrator to develop an Acceptance Test Plan to verify the configured EAM meets the stated functional requirements.
<i>Admin Skills Workshops</i>	Training classes, designed as hands-on workshops, include building code tables, picklists, system settings, and assignment of security permissions. Designed for supervisors, system administrator, and staff with decision-making authority. Please see below for more details.

*Admin Skills Workshops:*

The System Administrator training classes are designed as hands-on workshops, include building code tables, picklists, system settings, web dashboard / form / view configuration and assignment of security permissions. Designed for supervisors, system administrator, and staff with decision-making authority, these workshops help define the application configuration process for designated project committee members. These classes should be attended by those responsible for maintaining user information and code tables, as well as by subject-matter experts in the specific application area. Class time focuses on configuration under the guidance of the assigned CentralSquare trainer, as well as to discuss CentralSquare recommendations regarding potential configuration options as identified. Details on the training agenda will be defined in the Training Plan.

<b>Class Title</b>	<b>Training Type</b>	<b>Intended Audience</b>	<b>Topics</b>	<b>Location</b>
System Admin Training	Instructor-led	System Admins	System Settings Web Configuration Work Flow Setup Security Import & Update EAM and GIS Integration GIS Map Setup	Remote
Cognos Report Writing Training	Instructor-Led	Staff with some forms & report building experience preferred, but not required	Covers basic report development and using the Cognos report building system, as well as how to manage and run completed reports	Remote

*DATA CONVERSION:*

The data conversion process is a one-time import of data from the customer's current system of record into EAM. The Import & Update tool is used for loading data into the EAM from ODBC, OLE, ASCII-delimited text, and XML sources. CST will evaluate data for suitability for migration.

Data conversion contracted for this project includes:

<i>Data Types To be Converted</i>	<i>Definition of Data Types</i>
<i>Work Orders</i>	<i>Legacy work order data from the customer's current systems of record (DudeSolutions, iWorq and JobsPlus). Generally, this data represents the detailed tracking of work tasks, organizational assignments, resource cost tracking, and asset / location information.</i>
<i>Preventive Maintenance</i>	<i>Legacy preventive maintenance schedule information from the customer's current system of record (JobsPlus). Generally, this data includes scheduling frequency parameters, work tasks, organizational assignments and asset / location information. .</i>
<i>Warehouse</i>	<i>Legacy warehouse and parts inventory information from the customer's current system of record. Generally, this data represents the detailed tracking of parts inventory costing and on-hand quantities in specific warehouse locations.</i>

*Integration / Interfaces:*

Integrations are addressed on a case-by-case basis; we develop Integration Design Documents that define how systems should communicate and share information. These documents are used to prepare detailed scopes to develop, test, and implement designed integrations based on Customer's defined requirements. Integrations and/or interfaces contracted for this project include:

<b>Integration/ Interface</b>	<b>Use of System</b>	<b>Type / Frequency</b>	<b>Import/ Export</b>	<b>Interface Method</b>
<b>Fueling Import</b>	Interface to push Fleet Fueling and Odometer Readings from FleetMaster into EAM	Daily / Weekly / Monthly / As needed	Import	EAM Import & Update Tool
<b>ESRI GIS</b>	Uses a published feature service to synchronize data and display map data within the system	Daily / Weekly / Monthly / As needed	Import / Export	Web services
<b>Requests</b>	Interface to push work request information from RockSolid OneLink into EAM	Daily / Weekly / Monthly / As needed	Import / Export	EAM Import & Update Tool / RESTAPI
<b>Pavement PCI Import</b>	Interface to import override PCI from StreetSaver into EAM	Daily / Weekly / Monthly / As needed	Import	EAM Import & Update Tool

*Testing:*

Testing will assess Customer's readiness for Go Live. It is an iterative process, conducted by Customer, to verify the configured EAM meets the stated functional requirements. This phase is especially important to ensure a smooth transition at go-live. Significant tasks include:

Testing Tasks	Definition
Planning	CST will work with the System Administrator to develop an Acceptance Test Plan to verify the configured EAM meets the stated functional requirements. This Plan will include user test scripts covering the various EAM functions
Issue Tracking	CST will collaborate with the System Administrator to maintain a log of issues, configuration problems, and software malfunctions identified during testing
Issue Resolution	CST will work collaboratively to resolve all such issues, problems and malfunctions to the customer's satisfaction
Acceptance Testing	System Administrator will perform acceptance testing to ensure acceptance criteria items have been addressed, and certify EAM is ready for "go-live"

*Training:*

CentralSquare will ensure the preparation, documentation, and delivery of training is effective across all of CentralSquare branded core applications, add-ons, and interfaces. CentralSquare Consultants work with customer administration and subject matter experts to establish a training plan to include the course objectives, schedule, location(s), and participants.

*End-User Training:*

End-user training provides hands-on, process-based instruction focusing on key tasks related to users' job responsibilities. A CentralSquare instructor provides materials and facilitates training on the chosen contracted solutions. End-user classes incorporate extensive activities based on realistic scenarios focusing on processes and tools within the applications for productive use of the system at and after Go-Live. Topics in end-user classes will include data entry, searching, reporting, and application navigation. Details on the training agenda will be defined in the Training Plan.

Core Solution	Training Type	Intended Audience	Topics	Location
<b>Overview Training</b>	Instructor-led Training	System Administrators SMEs	EAM Overview Dashboards Forms / Views Document Control	Remote
<b>Work Requests</b>	Instructor-led Training	System Administrators SMEs	Customer Information Request Information	Remote
<b>Work Orders</b>	Instructor-led Training	System Administrators SMEs	Status Tracking Workflow Setup Resource Tracking Assets / Locations	Remote
<b>Assets</b>	Instructor-led Training	System Administrators SMEs	Attribute editing	Remote
<b>Asset Inspections / Readings</b>	Instructor-led Training	System Administrators SMEs	Condition Assessment Readings / Monitoring	Remote

Core Solution	Training Type	Intended Audience	Topics	Location
GIS	Instructor-led Training	System Administrators SMEs	Show in Map Open View in Map Create Request in Map Create Work Order in Map Add Asset/XY from Map	Remote

*Deployment:*

Once the project passes the Go-Live readiness assessment, final planning for Go-Live takes place. This will include completing the staging of the production environment, defining a communications plan for Go-Live, and defining a Go-Live schedule that is mutually accepted significant tasks include:

Major Task	Description
<i>Configure Production Environment</i>	CentralSquare completes the Configuration Validation checklist of the system to verify system is configured to meet the requirements.
<i>Plan Cutover Schedule and Communications</i>	Describes tasks to be handled by CentralSquare and Customer personnel during the initial cutover to Go-Live, including a detailed schedule of CentralSquare personnel covering each shift with resources, process for reporting issues, how they will be handled or escalated, contact names/phone numbers onsite staff, remote and third-party vendors.
<i>Execute Go Live</i>	The transition from the legacy system to the EAM system. Conducts normal day-to-day business with the new system.
<i>Go Live Support</i>	This session will be used to provide support for Go Live. The topic will be determined by Customer needs.

### Sample RACI Chart

- **R**esponsible (Who is/will be doing this task?)
- **A**ccountable (Who is the decision maker?)
- **C**onsulted (Anyone/stakeholders that can talk about it)
- **I**nformed (Whose work depends on this task/needs to be kept up to date?)

	Sales		Project Management			RMO		Service Delivery						GIS		Cloud Services		Cust Success	Support	Customer			
	Account Executive	PMO Senior Leadership	PM Manager	Project Manager	RMO Leadership	Resource Planner	SD Senior Leadership	SD Manager	Trainer	Consultant	Installation Specialist	Data Conversion Specialist	GIS Manager	GIS Specialist	Cloud Team Leadership	Cloud Team	Cust Success Manager	Support Analyst	Customer Sponsor	Customer PM	Cust Functional Leads	Customer SME's	
<b>Phase 1: Initiation</b>																							
Assigning a Project Manager			R, A	I				I															
Sending Introductory Email to Customer				R, A				I													I		
Performing Contract / Project Setup and Intelligence Review			C	R, A																			
Sizing a Project for Velocity			C	R, A			C																
Requesting an Implementation Guide			C	R, A																			
Building Project Folder				R, A																			
Building Initial Draft of Project Artifacts			C	R, A																			
Initially Contacting Third Party Vendors				R, A																			
Requesting Work From the Cloud Team				R, A				I						I	I								
Sending Welcome Package to Customer				R, A					I										I	I	I	I	
Conducting Sales to Service Transition Call	C		C	R, A				C	I	I	I	I	C	I		I							
Initially Calling Customer				R, A					I											C	I	I	
Drafting Initial Project Timeline				R, A	I		C	I											I	C	C	C	
Completing Project Initiation Checklist				R, A															I	C	C	C	
<b>Phase 2: Planning</b>																							
Performing Project Kickoff	I	I	C	R, A			I	C	C	C	C	C	C	C	I	I			C	C	C	C	
Scheduling Resources			I	C	C	R		A, C	I	I	I	I	C	I		I							
Reviewing Project Plan with Customer				R, A					I										I	C	C	C	
Receiving Project Plan Customer Signoff			I	I	R, A	I	I	I	I	I	I	I	I	I	I	I			C	C	C	C	
Completing Project Planning Checklist				R, A															I	C	C	C	
<b>Phase 3: Monitor &amp; Control</b>																							
Conducting Cadenced Status Meetings				R, A				C	C	C	C	C	C	C		C				C	C	C	
Completing Monthly Status Reporting		I	I	R, A			I	I	C	C	C	C	C	I	C	I			I	I			
Performing Issue Management		I	C	R, A			I	C	C	C	C	C	C	C	I	C			I	C	C	C	
Performing Risk Management		I	C	R, A			I	C	C	C	C	C	C	C	I	C			C	C	C	C	
Performing Change Control Management				R, A															C	C	C	C	
Performing Change Management				C															R, A	R	R	R	
Performing Project Health Management		I	C	R, A			I	C	C	C	C	C	C	C	I	C			I	C	C	C	
Performing Executive Stakeholder Management		I	C	R, A			I	C	C	C	C	C	C	C	I	C			C	C	I	I	
Preparing for Go-Live		I	C	R, A			I	C	C	R	R	R	C	C	C	C	I	I	I	C	C	C	
Conducting Go-Live	I	I	C	R, A			I	C	C, R	R	R	R	C	R	C	R			I	C	C	C	
<b>Stage 1: Analysis</b>																							
Workflow Analysis			I	I			I	C	C	R	A	C	C	C					I	C	C	C	
Analyze Technical and Functional Requirements			I	I			I	C	C	R	A	C	C	C					I	C	C	C	
Data Migration Mapping			I	I			I	C	I	A	C	R	C	C					I	C	I	C	
<b>Stage 2: Configuration</b>																							
Build Environment				I			I	I	I	A	R		C	C					I	I	C	C	
Configure Environment									C	R	C		C	C					I	I	C	C	
Unit Testing				A						R	C		C	C					I	I	C	C	
Administrative Workshops									R	C			I	I					I	I	C	C	
Data Conversion				I			I		A	C	R	I	C						I	I	I	I	
<b>Stage 3: Testing</b>																							
Testing				I			I			R	C									I	C	C	
Fix Issues and Retest				I			I			R	A	C									C	C	
System Sign-Off				A			I			R	C		I	C					I	C	C	C	
Knowledge Transfer/User Training				I			I	R													C	C	
Go-Live Readiness				A			I			R										I	I	I	

<b>Stage 4: Deployment</b>																						
Configure Production Environment			I	I			I	I		C	R										C	C
Plan Cutover Schedule and Communications				R					C		C	C								I	C	C
Pre-Launch Testing									I		R	C										
Go-Live + Communication		I	C	R					C		C	C								I	I	I
<b>Phase 4: Closeout</b>																						
Completing Transition to Support and CSM		I	I	R, A			I	I	I	I	I	I	I	I			R	R		C	C	C
Delivering Post Go-Live Items				R, A					R	R	R	R	R	R								
Performing Post Go-Live Issue Resolution				R, A					R	R	R	R	R	R								
Conducting Closeout Meeting with Customer				R, A																I	C	C
Performing Contract Reconciliation				R, A					I													
Completing Lessons Learned		I	C	R, A	I	C	I	C	C	C	C	C	C	C	I	C	I	I				
Archiving Project Folder				R, A																		
Performing Management Review			C	R, A																		
Closing Project in OpenAir				R, A																		
Completing Project Closeout Checklist				R, A																		