CentralSquare Solutions Agreement

This Solutions Agreement ("Agreement") is entered into under the terms and conditions of the **Superion, LLC** Application Service Provider Agreement dated August 22, 2017 ("ASP Agreement"), between Superion, LLC (Superion) a CentralSquare Company and **City of Cocoa, FL** (Customer). Unless otherwise stated below, all terms and conditions as stated in the ASP Agreement shall remain in effect and are incorporated by referenced herein.

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:

Superion, LLC	City of Cocoa
1000 Business Center Dr. Lake Mary, FL 32746	65 Stone St. Cocoa, Fl 32922
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date Signed:	Date Signed:

1. **Solution: Public Administration**

2. **Term.**

    2.1. Initial Term. The Initial Term of this Agreement commences October 1, 2020 and will continue in effect for one (1) year with two (2) optional terms unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**"). **Note:** Initial Term for Code Enforcement shall be effective July 1, 2020.

    2.2. Renewal Term. Upon expiration of the Initial Term set forth above the services may be renewed by written Agreement of the parties and Customer pays the then current Monthly Access Fees, increase shall not exceed five (5%) percent above previous year's rate.

3. **Fees**. In consideration of the rights and services granted by Superion to Customer under this Agreement, Customer shall make payments to Superion pursuant to the amounts and payment terms below:

Term	Access Fees	Monthly Access Fees
Pro-Rate Code Enforcement July 1, 2020 - Sept. 30, 2020	$ 759.00	$ 253.00
October 1, 2020 - September 30, 2021	$ 266,435.22	$ 22,202.94
Optional Term 2 October 1, 2021 - September 30, 2022	$ 279,756.98	$ 23,313.08
Optional Term 3 October 1, 2022 - September 30, 2023	$ 293,744.83	$ 24,478.74

	Applications and/or Services	Annual Access Fee	Monthly Access Fee
Existing Products (Currently Licensed)	FIRES Prevention System, Payroll/Personnel, FIRES Resource Activity Tracking, PURCHASING INVENTORY, Asset Management II – LF, Delinquency Call Out Listing Interface, Rec Trac Interface to Cash Receipts, Time Keeping Interface, ACOM - Document Design for A/P, ACOM-EZPayManger, ACOM-Direct Deposit, ACOM-Payroll, Procurement Card Tracking, m.Building Inspections, m.Mobile User License, Mobile Server Framework, m.Code Enforcement, Cognos BI: Base Bundle Multi Data Source, Contact Management, Cognos BI: Cafe (Analysis for Excel), Customer Information Systems, FUSION, WorkOrders/Fac Mgmt., Web Enablement, Imaging Interface – CIS, Human Resources, Accounts Receivable, FIRES Incident, Cash Receipts, FIRES Management, GMBA w/Extended Reporting, RecTrac I/F to GMBA, Imaging I/F – Financials, Imaging Interface - Community Development, Building Permits, Edge for NaviLine, Edge User Interface for NaviLine, Occupational Licenses, Planning/Engineering, Land/Parcel Management, OnePoint e-Check, OnePoint Point of Sale, Document Management Services, User Interface, Click2Gov3 Core, Click2Gov3 Applicants, Click2Gov3 Building Permits, Click2Gov3 Business Licenses, Click2Gov3 Employee Self Service, Click2Gov3 Planning & Engineering	$263,399.22	$ 21,949.94
New Products	NaviLine Code Enforcement	$ 3,036.00	$ 253.00
Retrofit Modifications	20 Mods	Included in Annual Access Fee	Included in Monthly Access Fees
Horizon Cloud Services	Hardware and software will be hosted and managed by Superion. Site to Site VPN, Setup, Implementation, Disaster Recovery Plan for Superion applications.	Included in Annual Access Fee	Included in Monthly Access Fees
NaviLine Test Environment	2 refreshes per year; $600 per additional refresh.	Included in Annual Access Fee	Included in Monthly Access Fees
	Total Proposed System:	**$266,435.22**	**$ 22,202.94**

PAYMENT TERMS:

RECURRING FEES

a. The Monthly Access Fees are due per the schedule listed above.
   Note: Code Enforcement billing starts July 1, 2020.

ANCILLARY FEES

b. Reimbursement of travel and living expenses will be governed by Exhibit 1 ("**Travel Expense Guidelines**") attached hereto and will be invoiced monthly in arrears and due within forty-five (45) days from date of invoice.

c. Taxes. To the extent required by law, Customer is responsible for paying all taxes on services and products provided to Customer by CentralSquare pursuant to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare with a valid tax exemption certificate; otherwise, absent such proof of Customer's direct payment of such tax amounts to the applicable taxing authority, CentralSquare will invoice Customer for and Customer will pay to CentralSquare all such tax amounts.

d. If Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1% 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.

Note: Pricing for Professional Services is a good faith estimate based on the information available to CentralSquare at the time of execution of this Agreement. The total amount that Customer may pay for these services can vary based on the actual number of hours required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to CentralSquare 's then-current list price rates for the services at issue.

4. 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.

EXHIBIT 1

Travel Expense Guidelines

CentralSquare will 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 the Customer and are documented in writing.

AIR TRAVEL – CentralSquare will 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 will reimburse the current IRS approved mileage rate for all local trips.

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

RENTAL CAR – Compact or Intermediate cars will be 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 the Customer site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding $1.00 per bag. 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.