

C18-0605-6

AMENDMENT NO. 5

AGREEMENT FOR ENTERPRISE ASSET MANAGEMENT SOLUTION (EAMS) (City of Glendale Solicitation No. RFP 18-19, Contract No. C18-0605)

This Amendment No. 5 (“Amendment”) to the Agreement for Enterprise Asset Management Solution (EAMS) (“Agreement”) is made this 6th day of November, 2024, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and CentralSquare Technologies, LLC, a Delaware limited liability company, authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Lucity, Inc. (“Contractor”) previously entered into an Agreement for Enterprise Asset Management Solution (EAMS), Contract No. C18-0605, dated June 29, 2018 (“Agreement”); and
- B. The Agreement had an initial five-year term beginning June 29, 2018 through June 28, 2023 and provided the option to extend for two additional three (3) year terms; and
- C. On December 31, 2019, Contractor notified the City that Lucity, Inc. (“Assignor”) was consolidated into CentralSquare Technologies, LLC. CentralSquare Technologies, LLC informed the City that its affiliate, TriTech Software Systems would be performing all services required by the parties’ Agreement and would assume all obligations, duties, interests, and rights associated with the Agreement. The City consented to the arrangement; and
- D. On May 7, 2020, the City and Contractor entered into Contract Amendment No. 1 for the addition of API integration with NorthStar Utility Solutions and development services from Lucity, Inc. which increased the not to exceed amount by \$41,000 for a new not to exceed amount of \$912,675; and
- E. On January 26, 2021, the City and Contractor entered into Contract Amendment No. 2 for the addition of setup of Project Management for Field Operations and increasing the not to exceed amount by \$100,000 for a new-not-to-exceed amount of \$1,012,675; and
- F. On June 22, 2021, the City and Contractor entered into Contract Amendment No. 3 for the addition of Project Management for Parks & Recreation and increasing the not to exceed amount by \$48,750 for a new not-to-exceed amount of \$1,061,425; and
- G. On May 23, 2023, the City and Contractor entered into Contract Amendment No. 4 to modify the Scope of Work to add implementation services for Transportation and door and key modules and to increase compensation by \$146,760 to a new not-to-exceed amount of \$1,208,185; and
- H. On June 28, 2023, the City and Contractor signed Contract Extension Letter to extend the term of the Agreement through June 28, 2026; and
- I. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
2. **Term.** The term of the Agreement is unchanged.
3. **Scope of Work.** The Sope of Work remains unchanged.
4. **Compensation.** The total purchase price for the supplies and/or services purchased under this Agreement is increased by \$328,000. This increase is being provided to fund the tasks identified in the SOW for the extended term. The total new-not-to-exceed amount of this Agreement is therefore one million five hundred thirty-six thousand one hundred eighty-five dollars (\$1,536,185).
5. **Insurance Certificate.** Current certificate will expire on August 31, 2025. A new certificate applying to any extended term must be provided prior to this date to Materials Management and the Contract Administrator.
6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
7. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
8. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
 - (a) the forced labor of ethnic Uyghurs in the People's Republic of China;
 - (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
 - (c) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

9. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
10. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

CITY OF GLENDALE, an Arizona
municipal corporation

Kevin R. Phelps, City Manager

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

TriTech Software Systems
a California Corporation

DocuSigned by:
Steve Castle

By: Steve Castle:

Director of Renewals