## RESOLUTION 25-84

## A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE A TERMINATION AGREEMENT AND RELEASE WITH CENTRAL SQUARE TECHNOLOGIES, LLC

**WHEREAS,** the City of Spring Hill Board of Mayor and Alderman authorized the Mayor of Spring Hill to execute a five-year contract with Central Square Technologies to provide records management services (RMS) for the Police Department in December of 2021; and

**WHEREAS,** both Parties, Central Square Technologies and the City of Spring Hill have mutually agreed it is in the best interest to terminate the remaining two years of the Purchase Agreement; and

**WHEREAS,** the termination agreement and release, attached hereto as Exhibit A, will be will be effective when both parties have signed the agreement.

**NOW, THEREFORE BE IT RESOLVED,** that the Board of Mayor and Aldermen of City of Spring Hill:

1. Approve the Termination Agreement and Release between both parties.

2. Authorize the Mayor of Spring Hill to execute the Termination Agreement and Release with Central Square Technologies attached hereto as approved by the Board of Mayor and Alderman.

**Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 7th day of April, 2025.**

_____
Fw    Jim Hagaman, Mayor

ATTEST:
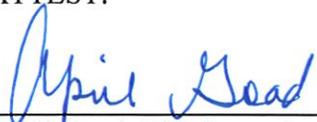
_____
April Goad, City Recorder

LEGAL FORM APPROVED:

_____
Patrick Carter, City Attorney

| REQUEST: | ***Approval of Resolution 25-84*** |
| --- | --- |
| SUBMITTED BY: | Don Brite, Chief of Police |

| DATE: | April 7th, 2025 |
| --- | --- |
| RE: | Resolution to terminate Central Square RMS |
| ATTACHMENTS: | |

**PURPOSE:** The purpose of this report is to recommend the approval for BOMA to authorize the Mayor to sign a termination agreement and release from Central Square Technologies that provide records management system (RMS) for the Police Department.

**BACKGROUND:** The City of Spring Hill consolidated our E-911 dispatch center with Williamson County, (WC). WC utilized Central Square CAD system and Spring Hill utilized Tyler RMS. The Police department recommended we move forward with Central Square RMS, so that both CAD and RMS would be from the same vendor and have better interoperability.

Unfortunately, once the Central Square RMS system was implemented, the police department discovered that the RMS did not have the capability to provide the needs required in order for the department to be compliant with TBI standards that we must meet. There were other issues with the system that did not have the capability to provide other services that we must have in order to utilize the RMS system to its full capability.

The department communicated with Central Square concerning the issues and we were not able to resolve them. Mr. Carter became involved and this termination agreement was mutually agreed upon by both parties to terminate the contract.

**Proposal Details:** If agreed upon, the police department will continue to utilize Tyler RMS. Tyler RMS provides the needs the department must have to be compliant with TBI standards and other services needed for report writing. Having been a user with Tyler RMS for many years, there are no issues concerning their system.

## FINANCIAL IMPACT:

The department will no longer pay the annual contract payment of $88,000.00., with two years remaining on the contract.

## STAFF RECOMMENDATION: It is staff's recommendation that the BOMA approve the Mayor to sign the termination agreement and release with Central Square Technologies.

# TERMINATION AGREEMENT AND RELEASE

This Termination Agreement and Release ("Termination Agreement") is made and entered into between CentralSquare Technologies, LLC ("CentralSquare"), 1000 Business Center Drive, Lake Mary, FL 32746 and the City of Springhill, on behalf of the Springhill Police Department ("Customer"), 199 Town Center Parkway, Spring Hill, TN 37174. Each party may be referred to as "Party", together "Parties".

## RECITALS

This Termination Agreement is entered into with reference to the following facts:

A.      WHEREAS, CentralSquare and Customer entered into a Software License and Service Subscription Agreement dated December 20, 2021 for the CentralSquare's Pro Suite ("Purchase Agreement"); and

B.      WHEREAS, both CentralSquare and Customer agree it is in both Parties best interest to terminate the Purchase Agreement.

C.      NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

# TERMINATION AGREEMENT

In consideration of the agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each Party, the Parties agree as follows:

1.  Recitals Incorporated. The Recitals set forth herein above are incorporated herein and made a material part hereof.

2.  Pro Suite Hardware. Customer agrees to return the ProSuite Hardware to CentralSquare at a time and place as the Parties agree.

3.  Effective Date. The "Effective Date" of this Termination Agreement shall be the first date it has been signed by all Parties hereto.

4.  Termination. The Purchase Agreement shall be terminated in its entirety as of the Effective Date.

5.  Outstanding Obligations. The Parties acknowledge and agree that they will commit to upholding the confidentiality and proprietary rights of each other and, when feasible, will ensure the destruction of any intellectual property. Customer agrees to remove all CentralSquare software and intellectual property from its systems. Notwithstanding the foregoing obligations, the Parties acknowledge and agree there are no outstanding obligations or liabilities to each other under the Purchase agreement as of the Effective Date including any professional services, support services, payment obligations, and software usage rights, except as expressly stated herein.

6.  Release of Claims. The Parties each release and forever discharge one another, and all of their respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliated and related entities, officers, directors, members, employees, shareholders, agents, partners, attorneys, insurance carriers, elected officials, and all persons acting by or through them or on their behalf in concert with them, from any and all claims, losses, demands, liens, agreements, contracts, covenants, actions, suits, causes of action, obligations, debts, expenses, attorneys' fees and costs, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden (collectively "Damages"), that arise from or relate to any purported damages.

7.  Unknown Facts. The parties acknowledge and agree that they may hereafter discover facts different from or in addition to those they now know or believe to be true in respect to the claims, losses, liabilities, obligations, suits, debts, liens, contracts, agreements, promises, demands and damages released by this Termination Agreement, and hereby agree that the releases contained herein shall be and remain in effect in all respects as a complete, general release as to the matters released, notwithstanding any such different or additional facts.

8.  Governing Law. This Termination Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida.

9.  Venue and Jurisdiction. The 18th Judicial Circuit Court shall have jurisdiction to enforce the terms of this Termination Agreement.

10. <u>Warranty of Authority</u>. Each person signing this Termination Agreement on behalf of a Party represents and warrants that the execution and performance of this Termination Agreement by such Party has been duly authorized by all necessary laws, resolutions, and corporate action, and this Termination Agreement constitutes the valid, binding, and enforceable obligations of such Party in accordance with its terms.

11. <u>Binding Agreement</u>. This Termination Agreement shall be binding on, and shall inure to the benefit of each of the Parties and their respective past, present and future predecessors, successors, subsidiaries, affiliates, officers, directors, employees, attorneys, insurers, agents, representatives, elected officials, and assigns.

12. <u>Integrated Agreement</u>. This writing is an integrated agreement and represents the entire understanding of the Parties relative to the subject matter described herein, and it supersedes and replaces all prior negotiations, proposed agreements and agreements related to a Court action, and may not be amended, modified or changed in any manner without the written consent of each Party hereto. Each of the Parties agrees that no representation or promise not expressly contained in this Termination Agreement has been made and further promises that they are not entering into this Agreement on the basis of any promise, representation, express or implied, not otherwise contained herein.

13. <u>Attorney's Fees</u>. Each Party shall bear its own attorney's fees and costs in the negotiation of this Termination Agreement. Should either party seek to enforce any provision of this Termination Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees in the enforcement of this matter only.

14. <u>Severability</u>. Each provision of this Termination Agreement shall be interpreted in such a manner as to be valid, legal, and enforceable. A determination that any provision of this Termination Agreement is for any reason invalid, illegal, or unenforceable shall not affect the validity of this Termination Agreement and any other provisions herein, and this Termination Agreement shall be interpreted and construed as if such invalid, illegal, or unenforceable provisions were not contained herein.

15. <u>No Admission of Liability</u>. This Termination Agreement and compliance with it shall not operate or be construed as an admission by either Party of any liability, misconduct or wrongdoing whatsoever against the other Party or any party released herein, and shall not be construed as an admission of a violation of the rights of any Party, or as a violation of any law, rule, regulation, or ordinance. Each Party expressly denies any wrongdoing or liability to the other Party. Each Party has freely entered into this Termination Agreement, and neither Party has relied upon any statements, promise, or representation for the other Party in entering into this Termination Agreement.

16. <u>Non-Disparagement</u>. Each Party agrees that it shall not engage in any conduct or pattern of conduct that involves the making or publishing of written or oral statements or remarks (including without limitations, the repetition or distribution of derogatory rumors, allegations, negative reports or comments) which are disparaging, deleterious or damaging to the integrity, reputation or good name of any other Party or the Party's affiliates, employees, agents, contractors, or subcontractors. This section will not be construed to prevent a Party from responding publicly to incorrect public statements or from making truthful statements when required by subpoena, court order, or otherwise required by law.

17.     General Interpretation. This Termination Agreement, and each of its provisions, has been reached as the result of negotiations between the Parties and their respective attorneys. Each of the Parties expressly acknowledges and agrees that this Termination Agreement shall not be deemed to have been prepared by, or drafted by, any particular Party or Parties hereto, and that the normal rule of construction, to the effect that any ambiguities are to be resolved against the drafting party or parties, shall not be employed in the interpretation of this Termination Agreement.

18.     Voluntary Consent. This Termination Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties hereto. The Parties acknowledge that they:

(a)  Have read this Termination Agreement;
(b)  Have been represented in the preparation, negotiation, and execution of this Termination Agreement by legal counsel of their own choice;
(c)  Understand the terms and consequences of this Termination Agreement and of the agreements it contains; and
(d)  Are fully aware of the legal and binding effect of this Termination Agreement and Release.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Termination Agreement as of the Effective Date.

**City of Springhill, TN**                              **CentralSquare Technologies, LLC**


_____              _____
Accepted By (Signature)                              Accepted By (Signature)


Jim Hagaman
_____              _____
Printed Name                                         Printed Name


Mayor
_____              _____
Title                                                Title


April 7, 2025
_____              _____
Date                                                 Date

**APPROVED**

## RESOLUTION 21-215

## A RESOLUTION TO AUTHORIZE THE PURCHASE OF PUBLIC SAFETY RMS (RECORDS MANAGEMENT SYSTEM) SOFTWARE, HARDWARE AND INTERFACES

**WHEREAS,** the City of Spring Hill entered into a contract to outsource its E-911 Communications Center to the Williamson County Emergency Communications District; and

**WHEREAS,** the City of Spring Hill Police Department uses Tyler Technologies, Inc. for its RMS (Records Management System) and Williamson County uses Central Square for its CAD, (Computer Aided Dispatch); and

**WHEREAS,** after research, City staff recommends to switch to Central Square RMS, allowing for both entities to have better communication for incident report writing and complete interoperability; and

**WHEREAS,** the City's Purchasing Manual provides that City departments may "piggyback" on other governments' competitive bids provided that such interlocal purchasing is established in that government's Request for Proposals (RFP) or Invitation to Bid (ITB) and acknowledged by the respective vendor; and

**WHEREAS,** Carter County, Tennessee, Sheriff's Office issued a Request for Proposals (RFP) for a Records Management System which has a provision for other Tennessee Government Agencies to cooperatively purchase off of their RFP.

**WHEREAS,** funding for the RMS purchase is budgeted in the current FY 2021-22 Police Department budget.

**NOW, THEREFORE BE IT RESOLVED,** that the City of Spring Hill Board of Mayor and Alderman authorizes the purchase of the Records Management System from Central Square as authorized by a cooperative purchase from Carter County Tennessee Sheriff's Office RFP, for a five-year annual cost of $88,666.88.
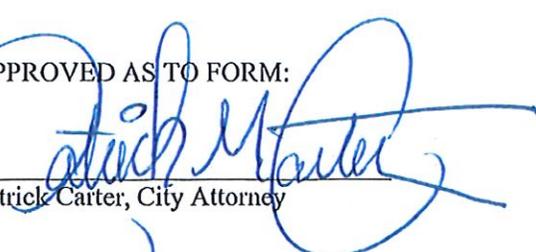
**Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 6th day of December, 2021.**

Jim Hagaman, Mayor

ATTEST:
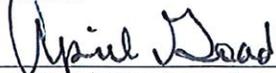
April Goad, City Recorder

APPROVED AS TO FORM:

Patrick Carter, City Attorney

This Software License and Service Subscription Agreement (this "Agreement") is made and entered into, and shall become effective as of the first day of the month in which it is signed by a duly authorized representative of the Customer first (1st) day of _____, 20__, ("Effective Date") by and between Spring Hill Police Department ("Customer"), having its principal place of business at 199 Town Center Parkway, Spring Hill, TN 37174, and CentralSquare Technologies LLC ("CentralSquare"), having its principal place of business at 1000 Business Center Drive, Lake Mary, FL 32746. Customer and CentralSquare may also be referred to herein individually as a "Party" or collectively as the "Parties".

This Agreement details the responsibilities of CentralSquare and Customer with regard to the public safety software, hardware, and related services to be provided by CentralSquare under this Agreement.

Now, therefore, in consideration of the mutual covenants and promises contained in this Agreement, the Parties agree as follows:

## 1.0   Exhibits and Order of Precedence
The following Exhibits are incorporated into this Agreement:

1. Exhibit A: Statement of Work
2. Exhibit B: Pricing Detail
3. Exhibit C: Payment Schedule
4. Exhibit D: Support Addendum

In the event of any inconsistency among the various documents that comprise this Agreement, the order of precedence shall be as follows: (i) the Agreement, followed by (ii) the Exhibits to the Agreement in the order in which they appear in *1.0, Exhibits and Order of Precedence*.

## 2.0   License

### 2.1   Grant of the License

In consideration of Customer's payment of the Subscription Fee set forth in *Exhibit B: Pricing Detail*, and subject to the terms and conditions set forth herein, CentralSquare hereby grants to Customer, and Customer accepts, a non-transferable and non-exclusive license to use certain CentralSquare software (the "Software") identified in *Exhibit B: Pricing Detail* only for Customer's own business purposes in object code format.

### 2.2   Copies and Modifications

Customer may make a copy of the Software solely for backup or archival purposes. No CentralSquare identifying marks, copyright or proprietary right notices may be deleted from any copies of the Software made by Customer. Customer shall not decompile, or create by reverse engineering or otherwise, the source codes from the object code supplied hereunder, or adapt the Software in any way or use it to create a derivative work. CentralSquare shall not be responsible in any way for Software performance if the Software has been modified, except as modified by CentralSquare.

### 2.3   Restrictions on Usage

Customer shall not allow any party, other than CentralSquare, to add, update, or delete database records

in *Exhibit B: Pricing Detail*. Except as stated in *Exhibit D: Support Addendum*, CentralSquare shall not be responsible for providing any updates, enhancements, modifications, revisions, additions, replacements, conversions or maintenance to the Software.

### 3.2    Delivery of Hardware to Customer

CentralSquare shall ship Hardware provided under this Agreement as set forth in *Exhibit B: Pricing Detail* to Customer's location at a mutually agreeable time in the project timeline. Items shipped via commercial carrier are FOB destination at the fixed price stated in *Exhibit B: Pricing Detail*. It shall be Customer's responsibility to install all Hardware and to perform proper facility preparation (such as appropriate uninterrupted power, air conditioning, space, electrical drops, security, network equipment, network drops, etc.) not specified in this Agreement as being provided by CentralSquare, but necessary to accommodate equipment as specified in the Statement of Work before, during, and/or after installation.

### 3.3    Delivery of Services to Customer

CentralSquare will provide Services as set forth in *Exhibit A: Statement of Work*.

### 3.4    Fees

Customer will pay CentralSquare, without deduction or offset, an annual Subscription Fee of **$88,666.88**. The Subscription Fee shall be due annually on the anniversary of the Effective Date of this Agreement. The annual Subscription Fee shall increase by an amount from the prior year as delineated within Exhibit C. These amounts do not include any taxes. See Agreement section *8.13 Taxes* for more information.

### 3.5    Late Payment

If Customer fails to pay any amount due within thirty (30) days of invoice date, Customer shall pay late charges of one and one half percent (1.5%) or the highest allowed by law, whichever is lower, per month on such balance, together with all of CentralSquare's expenses, collection costs and reasonable attorneys' fees incurred in enforcing this Agreement.

### 3.6    Additional Components

Other components (hardware and/or software, collectively "Third-Party Components") may be desired for use with the System. CentralSquare assumes no responsibility under this Agreement for obtaining and/or supporting any Third-Party Components except as expressly agreed herein. This includes, but is not limited to, networking equipment, workstations, servers for third-party systems, mobile networking equipment, and mobile workstations, laptops, or tablets.

### 3.7    Third-Party Costs

Except as expressly agreed herein, CentralSquare assumes no responsibility for any third-party costs related to implementation of the System. This includes, but is not limited to, any third-party costs associated with the implementation of Interfaces as defined in *Exhibit A: Statement of Work*.

violation of confidentiality; (b) is disclosed to CentralSquare by third parties without breach of confidentiality obligations; (c) is already in the lawful or rightful possession of CentralSquare prior to receipt of the confidential information or (d) is developed independently by CentralSquare without use of the confidential information.

4.3.1.1 CentralSquare maintains a security program for managing access to customer data – particularly HIPAA and CJIS information ("Security Approved Personnel"). This includes 1) a pre-employment background check; 2) security training required by Federal CJIS regulations; and 3) criminal background checks/fingerprints required by Federal or State regulations. CentralSquare will work with the Customer to provide reasonably required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

4.3.1.2 If required by the Customer, CentralSquare will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the CentralSquare staff's job assignment. If the Customer requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Customer's site, the Customer will reimburse CentralSquare for the cost of CentralSquare Security Approved Personnel traveling to the Customer's site or for a vendor (such as Live Scan) to travel to the applicable CentralSquare office location. This provision will apply during the installation of the Project and for the duration of the Customer's Support Addendum.

## 4.4    Termination for Breach

CentralSquare may immediately terminate this Agreement, including all license rights and support granted herein, in the event Customer breaches any of its material confidentiality obligations regarding the Software and its associated Documentation.

## 4.5    Non-Confidential Information

Confidentiality obligations of the Parties shall not extend to information that:

(a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party;

(b) was known to the receiving party at the time of its disclosure and such knowledge can be proven by documentation;

(c) is independently developed by the receiving party;

(d) is subsequently learned from a third party not under a confidentiality obligation to the providing party; or

(e) is required to be disclosed pursuant to court order, subpoena, or government authority, whereupon the receiving party shall provide notice to the other party prior to such disclosure.

(a) Commercial General Liability Insurance: Commercial general liability insurance with a limit of $1,000,000 for each occurrence; $2,000,000 in the aggregate.

(b) Professional Liability Insurance: Professional liability insurance with a limit of $5,000,000 each claim; $5,000,000 in the aggregate.

(c) Business Automobile Liability Insurance: Business automobile liability insurance or equivalent form with a limit of not less than $1,000,000 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

At Customer's request, CentralSquare shall provide properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days prior written notice to Customer.

## 5.0 Indemnification and Limitation of Liability

CentralSquare shall indemnify, defend and hold harmless Customer from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising 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.

Notwithstanding the foregoing, the aggregate liability of CentralSquare for any reason and upon any cause of action of claim, including, without limitation, CentralSquare's obligation to indemnify and hold harmless under this agreement, shall be limited to direct damages which shall not exceed (i) the amount of the fees paid for the portion of the System giving rise to such claims in the aggregate, including, without limitation, breach of contract, breach of warranty, indemnity, negligence, strict liability, misrepresentations, and other torts; or (ii) for claims arising under annual maintenance, the amount of the maintenance fees paid for the term in which the claim arises.

IN NO EVENT SHALL CENTRALSQUARE, ITS SUBCONTRACTORS OR SUPPLIERS BE LIABLE WHETHER IN CONTRACT OR IN TORT FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER CENTRALSQUARE HAS NOTICE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

## 6.0 Term and Termination

### 6.1 Term

The "Initial Term" of this Agreement shall commence as of the Effective Date and extend for a period of twelve (12) months thereafter. The Initial Term includes installation and related Services as set forth in

non-solicitation shall survive the termination or expiration of this Agreement. Any fees due as per *Exhibit C: Payment Schedule* for work completed prior to termination shall still be paid by Customer. In the event of termination of this Agreement prior to implementation of the CentralSquare Software, or termination due to Customer's breach of CentralSquare's intellectual property rights, the license to the CentralSquare Software granted under this Agreement shall also terminate and Customer shall remove all CentralSquare Software from its computer system and at CentralSquare's direction, either return or destroy the Software and its associated Documentation.

## 7.0   Customer Responsibilities

Customer shall provide one primary Project Manager to be the main point of contact for CentralSquare. Duties of the Project Manager are outlined in *Exhibit A: Statement of Work*.

### 7.1   Risk of Loss, Title and Security Interest

Customer will maintain adequate insurance against fire, theft or other loss for the System's full insurable value. Customer will be responsible for any personal property taxes assessed on any portion of the System once delivered to Customer's premises. CentralSquare reserves and Customer grants CentralSquare a security interest in the System and Customer agrees and acknowledges a limited right of possessory interest in the System.

### 7.2   Delivery

Customer shall ensure that personnel are available to receive delivery of Software and Hardware at the location designated for installation, at a date and time mutually agreed to by Customer and CentralSquare.

## 8.0   Miscellaneous

### 8.1   Force Majeure

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in Delivery or performance as a result of war, acts of terrorism, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment or software from suppliers, default of a subcontractor or vendor (if such default arises out of causes beyond such party's reasonable control), the actions or omissions of the other party or its employees or agents and/or other similar occurrences beyond the party's reasonable control (an "Excusable Delay"). In the event of any such Excusable Delay, Delivery or performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay. The party affected by an Excusable Delay hereunder, shall provide written notice to the other party of such delay as soon as reasonably possible.

### 8.2   Governing Law

This Agreement and performance hereunder shall be governed by the law of the State of Tennessee, without giving effect to the principles of conflict of law of such state or international treaties.

### 8.3   Forum Selection

The Parties hereby submit to the exclusive jurisdiction and venue of Tennessee state, or federal courts

## 8.12 Limitation of Actions

No action, regardless of form, arising out of or relating to this Agreement or the subject matter hereof may be brought by either party more than two (2) years after the cause of action has initially arisen, with the exception of either Party's breach of its confidentiality or non-disclosure obligations herein or Customer's violation of CentralSquare's proprietary rights in the Software or any other software owned or licensed by CentralSquare.

## 8.13 Taxes

Customer shall, in addition to the payments required hereunder, pay all applicable sales, use, transfer or other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transactions contemplated hereby, excluding, however, income taxes on net profits which may be levied against CentralSquare. Customer shall reimburse CentralSquare for the amount of any such taxes or duties paid or accrued directly by CentralSquare as a result of this transaction. If Customer is a tax-exempt organization, Customer will provide CentralSquare with documentation required by the taxing authority to support such exemption at the time of Execution of this Agreement.

## 8.14 Non-Discrimination

CentralSquare agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and CentralSquare agrees to abide by the requirements of the Americans with Disabilities Act of 1990. CentralSquare agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by CentralSquare, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement.

## 8.15 Change Orders

Change orders and out-of-scope work will be defined by written agreement.

## 8.16 Cooperative Purchasing

The parties agree that other public entities within the Customer's home State may use this Agreement, subject to CentralSquare approval, as a purchasing vehicle for CentralSquare's Software and Services. Certain terms and conditions specific to this Agreement shall be negotiated separately with such agencies, including: Pricing, Payment Terms, and System Acceptance. Each such agreement shall be fully independent of the other and this Agreement and Client shall not be a party to any such other agreements. A separate Statement of Work and Project Schedule will be developed for the applicable project, and a separate Software Support Agreement, or other ancillary agreements as required for the respective agency's project scope will be entered into with the respective agency.

that is purchased or licensed from any source external to CentralSquare for use with or integration into the System.

# Exhibit A: Statement of Work

CentralSquare will provide Software, Hardware and Services substantially similar to those outlined below, in the quantities specified in *Exhibit B: Pricing Detail*.

## 1.0 Software

The software detailed in the following sections includes, but is not limited to, the listed functionality.

| Pro Suite Base | <ul><li>Operating system software</li><li>Database software</li><li>Master name index</li><li>Master address index</li><li>Master vehicle index</li></ul> | <ul><li>Secure intra-Customer messaging</li><li>Configurable dashboard</li><li>Web address links</li><li>No duplicate data entry</li><li>Authentication</li></ul> |
|---|---|---|
| **Administration (Core)** | <ul><li>Equipment</li><li>Fleet Management</li><li>Inventory Management</li><li>Purchase Requisitions</li></ul> | <ul><li>Service Dogs</li><li>Policy Manual</li><li>Full audit trail</li><li>Custom Forms</li></ul> |
| **Mobile Core** | <ul><li>Grants access to the CentralSquare Mobile application</li></ul> | |
| **Mobile Pro Accident Reporting** | <ul><li>Driver's license and vehicle registration scanning</li><li>Automated NCIC driver's license and registration queries</li><li>Prefill from NCIC return (for agency State only)</li><li>Diagramming (via Easy Street Draw)</li></ul> | <ul><li>Paper accident report creation and printing</li><li>Case report association</li></ul> |
| **Mobile Records** | <ul><li>Cases</li><li>Warrants</li></ul> | <ul><li>Master index access (including mug shots and alerts)</li><li>NCIC Queries</li></ul> |
| **Personnel (Core)** | <ul><li>Personnel Log</li></ul> | <ul><li>Full audit trail</li></ul> |

## 1.1    Interfaces

All costs related to CentralSquare's implementation of the following interfaces is represented in *Exhibit B: Pricing Detail*. Customer shall contact all interface third-party vendors notifying them about their integration to CentralSquare Suite. Any third-party costs or charges incurred related to the implementation of the following interfaces will be the responsibility of Customer.

Any interfaces that cannot be deployed as part of System go-live due to Customer or a third-party vendor not being ready for deployment shall not delay Software or Hardware Acceptance.

Customer shall not allow any party, other than CentralSquare, to add, update, or delete database records or file system objects directly to or on the server or database except as provided for in the CentralSquare Documentation.

CentralSquare backend server software is wholly managed by CentralSquare and the Customer shall not attempt to access it, except as provided in the CentralSquare Documentation. Customer shall not cause any software except the Software provided under this Agreement to be installed on or executed on the Server Hardware.

Refer to *Exhibit A: Statement of Work: 3.2 Implementation Process* overview for interface implementation information.

**Standard Interfaces**

The following are sold as standard interfaces. There will be no software modifications or changes to these standard interfaces:

### 1.1.1    Records – TN Crime Reporting (TIBRS) Interface
This is a one-way interface from CentralSquare Records to Tennessee NIBRS. Customer is able to select cases in CentralSquare Records and manually export those cases to a text file on the local file system. From there, Customer provides the file to the state system. CentralSquare creates functionality to support the text file export from CentralSquare Records.

### 1.1.2    Records – TriTech CAD Interface (Import)
This is a one-way interface from TriTech's Inform CAD to CS Records Pro. CS Pro receives TriTech's Inform CAD incident data for the Customer that is used to populate the appropriate CAD tables in CS Pro Suite. The CAD data is sent from TriTech as XML files to a shared network location, and is used to create Case Reports in Records. The agency will identify the data from TriTech Inform CAD for import into Records, which will include incident location, disposition, date, time, incident code, assigned unit times, primary officer, names and vehicle data. This information, along with case number, will be sent from TriTech Inform CAD to populate the appropriate incident report fields in Records. TriTech will trigger the interface to export this CAD data upon applicable unit dispatch, enroute, on-scene and cleared times. Records will import each XML file as the call progresses, updating the case accordingly.

### 1.1.3    Records – Tyler Brazos eCitations Interface (Import)
This is a one-way interface from Tyler Brazos eCitations to CS Records Pro. Tyler Brazos will export eCitations data as XML to a network share hosted by Contractor, using the CentralSquare XML schema for the exported eCitations data. eCitations data will be imported automatically into CS Records Pro via a process which requires review and approval of each eCitations by a user before the eCitations data is

(c)       PostgreSQL .sql files with database version and credential information

(d)       MS Access 2003 or newer .mdb files

(e)       CSV files with column headers and relationship mapping documentation

(f)       Oracle 10g or newer backup files

### 1.2.1 *Tyler New World RMS*

Data will be converted into the CentralSquare Records module from the Tyler New World RMS database and data will be provided in one of the formats listed above.

### 1.2.2 *One-time GIS Data Set Up*

In CentralSquare's efforts to make sure that Customer-supplied GIS data is working to the best of its abilities, CentralSquare will run a series of tests to ensure that the GIS data is ready for first installation. In addition, the data will be set up with the proper configuration and loaded into an ArcGIS map document that is required for the software to operate. Address locator and network dataset files will be created and updated for proper geocoding and routing abilities.

*A thorough GIS data review by Customer is imperative for an effective and organized CentralSquare software Go Live.*

CentralSquare cannot make any guarantees for the spatial nor the tabular accuracy of Customer-supplied GIS data as it pertains to geocoding results, routing, and searching. Customer understands that there are several steps involved to make the GIS data sufficiently perform the abovementioned functions. If Customer is unable to make these corrections on its end, a GIS data contract can be set up with CentralSquare to ensure the data is built according to the desired specifications.

CentralSquare will apply one (1) GIS update per month to the Customer's map as part of this contract.

## 2.0 Customer Hardware, Network and Power Requirements

CentralSquare is not responsible for physical installation of the computer hardware required for operating CentralSquare Software. CentralSquare is not responsible for networking any hardware.

Unless otherwise specified, Customer will be responsible for providing the following to meet the hardware, network and power requirements for the System.

### 2.1 Server Hardware

1.    Three (3) rack-mount servers will be purchased by Customer as part of this agreement.

2.    Three (3) CentralSquare Suite servers will be configured as follows:

      (a)  One (1) Production server with Lantronix remote access device

      (b)  One (1) Warm Standby server with Lantronix remote access device

      (c)  One (1) Testing/Training server

3.    The servers will be installed at Spring Hill PD, TN and a standby location.

4.    In addition to the standard CentralSquare Suite operating environment, the Production and Standby servers will have the capability of running the following on a virtual machine:

CentralSquare.

## 2.5 Standby Server Power Requirements

1. One (1) uninterrupted power supply (UPS) that support 1000 watts.

2. Power supply that will handle dual 720 watts for one (1) CentralSquare Suite Standby rack-mounted server, and one (1) Lantronix remote access device.

3. Server cooling that will ensure the appropriate temperatures for one (1) CentralSquare Suite Standby rack-mounted server and one (1) Lantronix remote access device.

# 3.0 Services

## 3.1 Project Management

### 3.1.1 Customer Project Manager
Customer shall provide one primary Project Manager to be the main point of contact for CentralSquare.

A single, dedicated Project Manager will be assigned to manage the project for all Customers included in this installation.

Customer will identify a CentralSquare Build Team. With assistance from CentralSquare Implementation Analysts, Customer's Build Team is responsible for the configuration of CentralSquare software. The Build Team should expect to devote 10-20% of each week of implementation to CentralSquare configuration work.

Customer's Project Manager and Build Team will work within standard business hours (7:00 AM CST to 6:00 PM CST, Monday through Friday) to enable mutual availability to work with CentralSquare on configuration and project activities.

#### 3.1.1.1 Customer's Dedicated Project Manager Responsibilities
1. Have the authority to speak for Customer from a project perspective.

2. Designate people responsible for specific roles as needed, examples below:

    (a) Module Subject Matter Experts (SMEs)

    (b) Hardware Project Manager

    (c) CentralSquare Build Team Members

    (d) Data Conversion Review Team Members

    (e) Interface points of contact at Customer (assigned per interface)

3. Involve Customer decision makers when needed

4. Escalate issues to the CentralSquare project manager

5. Eliminate roadblocks for completing project on schedule

6. Sign various project documents and ensuring signoff documents and deliverables are provided to CentralSquare project manager in a timely manner

*A thorough data conversion review by Customer is imperative for an effective and organized CentralSquare software Go Live. Customer should expect to devote 10-20% of each week of the data conversion process to CentralSquare configuration work. Each module converted will require participation of SMEs.*

See *Exhibit A: Statement of Work: 1.2.2 GIS Data Conversion* for information regarding the GIS data conversion process.

### 3.2.3.3 Interfaces
See *Exhibit A: Statement of Work: 1.1 Interfaces* for a list of included interfaces.

Customer tasks related to interfaces will start immediately after the initial CentralSquare kickoff meeting. Customer will set up conference calls with CentralSquare and each interface vendor within two weeks of contract signing or one week of kickoff call. Interfaces to and from CentralSquare software are created and tested internally before being available for Customer testing.

Customer is responsible for initiating and facilitating the relationship(s) between CentralSquare and the third-party interface vendor(s).

*CentralSquare software interface specifications must be clearly defined in the Interface One Sheet or Interface Specifications Document. If applicable, each interface will be thoroughly tested by Customer before Go Live.*

### 3.2.4 Final System Review
Throughout the project, implementation analysts from CentralSquare will schedule sessions with Customer's Build Team and end users to review any questions or concerns.

### 3.2.5 Train-the-Trainer and/or End User Training
CentralSquare offers several options for end user training. All of the training options provide hands-on use of the software with real-world examples. Class sizes are limited to ensure that each individual has sufficient time to practice using the system. When the go live date arrives, users are well-prepared to begin using the new software.

### 3.2.6 Go Live
CentralSquare provides remote support the day that the new system goes live. Any questions that arise are addressed immediately by the team, ensuring that the first day(s) using the new system goes smoothly.

4. Most recent CentralSquare Suite version installed and tested (includes login)

5. All third-party devices (i.e., printers, scanners, barcode reader, mugshot camera) connected and tested

### 3.3.3 *Go Live Support*

CentralSquare staff will assist users with questions that arise during Go Live and will reinforce skills learned during the training sessions. CentralSquare staff will be remote for Go Live.

**Pro Suite Contract**

| Administration PS Pro Core Annual Subscription Fee | 1 | | | Included |

## PERSONNEL

| PRODUCT NAME | QUANTITY | UNIT PRICE | DISCOUNT | TOTAL |
|---|---|---|---|---|
| Personnel PS Pro Advanced (Agency Site License) Annual Subscription Fee | 1 | | | Included |
| Personnel PS Pro Core Annual Subscription Fee | 1 | | | Included |

## RECORDS

| PRODUCT NAME | QUANTITY | UNIT PRICE | DISCOUNT | TOTAL |
|---|---|---|---|---|
| Easy Street Draw Annual Subscription | 1 | | | Included |
| Records PS Pro Accident Reporting Annual Subscription Fee | 1 | | | Included |
| Records PS Pro Accident Reporting State-Specific Form Annual Subscription Fee | 1 | | | Included |
| Records PS Pro Advanced (Agency Site License) Annual Subscription Fee | 1 | | | Included |
| Records PS Pro Core (Agency Site License) Annual Subscription Fee | 1 | | | Included |
| Records PS Pro Core Annual Subscription Fee | 1 | | | Included |
| Records PS Pro TN Crime Reporting (TIBRS) Interface Annual Subscription Fee | 1 | | | Included |
| Records PS Pro TriTech CAD Interface (Import) Annual Subscription Fee | 1 | | | Included |
| Records PS Pro Tyler Brazos eCitations Interface (Import) Annual Subscription Fee | 1 | | | Included |
| Records PS Pro WatchGuard Integration Subscription Annual Subscription Fee | 1 | | | Included |

## MOBILE

| PRODUCT NAME | QUANTITY | UNIT PRICE | DISCOUNT | TOTAL |
|---|---|---|---|---|

**Pro Suite Contract**

| | |
|---|---|
| PS Pro BPR & Configuration Subscription Services | Included |
| PS Pro Go Live Subscription Services | Included |
| PS Pro One-time GIS Mapping Subscription Services | Included |
| PS Pro Project Management Subscription Services | Included |
| PS Pro Training Subscription Services | Included |

## QUOTE SUMMARY

| | |
|---|---|
| Quote Subtotal | 93,393.43 USD |
| Discount | - 4,726.55 USD |
| Quote Total | 88,666.88 USD |

# Exhibit D: Support Addendum

## 1.0 Term

Support will be provided in accordance with this Support Addendum for the Term of the Agreement so long as all Subscription Fees are current and paid in full.

## 2.0 Software Updates

While this Agreement remains in full force and effect, CentralSquare will maintain the Software by providing software updates and/or enhancements to Customer. All software updates provided to Customer by CentralSquare pursuant to the terms of this Agreement shall be subject to the terms and conditions of Section 2.0 License of this Agreement.

CentralSquare will install software updates remotely. Customer is responsible for guaranteeing that sufficient, capable personnel that possess the appropriate technology skills and public safety knowledge are available during the maintenance window. All updates will occur during normal business hours. Normal business hours are defined as: 08:00-17:00 CT. Software updates are offered in the following time slots: 08:00-10:00 CST, 10:00-12:00 CST, 13:00-15:00 CST. CentralSquare Technologies will work with the Customer to schedule an agreeable time to occur during these time slots.

### 2.1 Included Updates

Updates will be provided on an as-available basis and include the items listed below:

1. Bug fixes;

2. Enhancements to products licensed by Customer under this Agreement;

### 2.2 Not-Included Updates

Updates do not include:

1. Platform extensions including product extensions to different hardware platforms, different windowing system platforms, or different operating system platforms

2. New functions such as new modules, components, products, or applications.

## 3.0 Hardware Updates

Server Hardware updates consist of different types of hardware changes ranging from hardware replacement (such as replacing a hard disk), to hardware additions and hardware updates. Server Hardware updates require physical access to the servers. Customer is responsible for guaranteeing that sufficient, capable personnel that possess the appropriate technology skills and public safety knowledge are available during the maintenance window. All updates will occur during normal business hours. Normal business hours are defined as: 08:00-17:00 CT. Hardware updates are offered in the following time slots: 08:00-10:00 CST, 10:00-12:00 CST, 13:00-15:00 CST. CentralSquare Technologies will work with the Customer to schedule an agreeable time to occur during these time slots.

In the event of a hardware and/or software failure, if the customer does not purchase a standby server, the customer acknowledges that the customer will be down for an extended period of time which could include, but not be limited to, an extended period of time while replacement hardware and/or software is attained and/or configured for use.

## 4.5 Customer Responsibilities

### 4.5.1 Access to Premises
Customer shall provide CentralSquare with reasonable and timely access to the sites and personnel necessary for CentralSquare to perform its obligations under this Agreement.

### 4.5.2 CentralSquare Server Access
Customer will ensure that all CentralSquare Server Hardware are directly network accessible to CentralSquare at all times via SSH. There shall be no additional authorization or equipment required except as requested by CentralSquare. The persistent SSH secured service connection is mandatory and necessary for the proper functionality of the managed server component and/or the Pro application by the CentralSquare Technologies DevOps team. This connection is only utilized by CentralSquare Technologies' CJIS-compliant employees for purposes that include but are not limited to, contractually mandated backups, installation of major and minor software releases and/or execution of the managed service component of the Agreement.

### 4.5.3 Network Configuration Requirements
Customer shall notify CentralSquare regarding all updates to Customer's network configuration, firewall changes, and IP address updates with a minimum twenty-four (24) hour notice prior to implementation of such changes.

### 4.5.4 System Administrator
Customer is responsible for naming one or more System Administrators to serve as a primary point of contact between Customer and CentralSquare. At least one System Administrator must be available at all times. Customer will ensure that the System Administrators possesses the appropriate technology and public safety knowledge and skills to perform this role sufficiently.

### 4.5.5 Security
Customer is responsible for providing all physical security. The customer is responsible for securing their network.

### 4.5.6 System Updates
Customer shall work in good faith to allow CentralSquare to install System updates as requested by CentralSquare.