

SALES ORDER PURSUANT TO EXISTING AGREEMENT

This Sales Order is intended as a binding Agreement between Jackson County Park Rangers, MO ("Customer") and CentralSquare Technologies, LLC on behalf of itself and affiliates and subsidiaries including CentralSquare Technologies, LLC. ("CentralSquare") and shall be effective as of the date of the last signature herein.

Quote Number: Q-151563 is attached to this Sales Order as Exhibit "A". The Quote contains a description of all products and services sold pursuant to this Sales Order. The Quote is hereby incorporated by reference as a term of this Sales Order.

Statement of Work. Services for the products purchased under this Sales Order shall be governed by the Statement of Work document attached to this Sales Order as Exhibit "B".

Payment Terms.

Subscription

100 % due upon Delivery Date*

Services

30 % due upon execution of this Sales Order

20 % due at Project Kickoff

15 % due at completion of 1st End User Training Session

30% due at Go Live

5% due at completion of Reliability Period

*Delivery Date: For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined below in Exhibit A by whichever the following applies and occurs first (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, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.

Payment due in full 30 days from date of invoice. Annual Subscriptions renewals shall be due on the anniversary of the Delivery Date. Annual Maintenance and Subscription Fees are subject to increase as outlined in the Master Agreement.

Master Agreement. This Sales Order shall be governed by the terms and conditions of the Access and Use Agreement that is to be executed alongside this Sales Order between the parties (the "Master Agreement"). NO OTHER TERMS OR CONDITIONS OF THE MASTER AGREEMENT ARE NEGATED OR CHANGED AS A RESULT OF THIS DOCUMENT.

Purchase Order. Customer may provide CentralSquare with a valid purchase order, upon execution of this Sales Order. Notwithstanding anything to the contrary herein, purchase orders are to be used solely for Customer's accounting purposes and any terms and conditions contained therein shall be deemed null and void with respect to the parties' relationship and this Sales Order. Any such purchase order provided to CentralSquare shall in no way relieve Customer of any obligation entered into pursuant to this Sales Order including, but not limited to, its obligation to pay CentralSquare in a timely fashion.

Acceptance of Order Terms. By signing this Sales Order below, Customer represents and warrants that: (a) it has read and understands the Master Agreement and Quote that are incorporated by reference into this Sales Order and agrees to be bound by the terms thereof, and (b) it has full power and authority to accept this Sales Order.

t Sant Million a Consolinate (fee, jihkis	Arthur County Arthur Courts
1000 Business Center Drive Docusigned by Ake Mary, FL 32746	22807 Woods Chapel Rd. Blue Springs, MO 64015
By: Kon Anderson	By:
Print Name: Ron Anderson	Print Name: Bob Cruto yeer
Print Title: Chief Sales Officer	Print Title: Finance Director
Date Signed: 1/2/2024	Date Signed: 12-15-2023

See Lost Pose of Quote for Jackson Country, Mo Approval As To Logal Form

Exhibit A

Quote



Quote #: Q-109535

Primary Quoted Solution: PSJ Pro Quote expires on: February 11, 2024 Quote prepared for: Jordin Mahnke Jackson County Park Rangers 22807 Woods Chapel Road Blue Springs, MO 64015 (816) 503-4800

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

MOBILE				
	PRODUCT NAME	QUANTITY	UNIT PRICE	
1.	Mobile PS Pro AVL Annual Subscription Fee	18	70.68	TOTAL 1,272.24
2.	Mobile PS Pro eCitations Annual Subscription Fee	18	123.70	2,226.60
3.	Mobile PS Pro Mapping Annual Subscription Fee	18	256.84	4,623.12
4.	Mobile PS Pro Records Annual Subscription Fee	18	335.74	6,043.32
			Mobile Software Total	14,165.28 USD
RMS				
5.	PRODUCT NAME PS Pro Additional Agency	QUANTITY	UNIT PRICE	TOTAL
	MULES/NCIC Interface Annual Subscription Fee	- 1	931.02	931.02
6.	Records PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	848.16	848.16
7.	Records PS Pro Core (Agency Site License) Annual Subscription Fee	1	2,544.48	2,544.48
	, etcellant 1 do			
			RMS Software Total	4,323.66 USD
SUITE				
JULIE	PRODUCT NAME	OLIANITIM		
8.	Administration PS Pro Core (Agency	QUANTITY	UNIT PRICE	TOTAL
9.	Site License) Annual Subscription Fee	30	296.64	296.64
Э.	Personnel PS Pro Core (Agency Site License) Annual Subscription Fee	1	0.00	0.00



Suite Software Total

296.64 USD

SOFTWARE SUMMARY

Software Total

18,785.58 USD

WHAT SERVICES ARE INCLUDED?

SERVICES

DESCRIPTION
Public Safety Consulting Services - Fixed Fee
Public Safety Project Management Services - Fixed Fee
Public Safety Technical Sonions Fixed Face

Public Safety Project Management Services Public Safety Technical Services - Fixed Fee
 Public Safety Training Services - Fixed Fee

TOTAL 7,020.00

3,315.00 1,560.00 7,605.00

Services Services Total

19,500.00 USD

SERVICES SUMMARY

Services Total

19,500.00 USD

QUOTE SUMMARY

Software Subtotal

18,785.58 USD



Services Subtotal

19,500.00 USD

Quote Subtotal

38,285.58 USD

Quote Total

38,285.58 USD

WHAT ARE THE RECURRING FEES?

TYPE

AMOUNT

FIRST YEAR MAINTENANCE TOTAL

0.00

FIRST YEAR SUBSCRIPTION TOTAL

18,785.58

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

This Quote is not intended to constitute a binding agreement. The terms herein shall only be effective once incorporated into a definitive written agreement with CentralSquare Technologies (including its subsidiaries) containing other customary commercial terms and signed by authorized representatives of both parties.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a



Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PURCHASE ORDER INFORMATION
Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)
Yes [] No []
Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.
PO Number:
Initials:

ATTEST:

Clerk of the

County Legislature

County Counselor



ATTACHMENT A

Terms and Conditions for On-Prem Subscriptions

BY INDICATING YOUR ACCEPTANCE, OR BY USING THE SOFTWARE, YOU ACCEPT THE TERMS AND CONDITIONS AS STATED HEREIN.

Subscription Access. Customer is purchasing subscription priced software under this Quote. So long as Client has
paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare
grants to Client a limited non-exclusive, non-transferable access to use the subscription software granted in this
Quote. Client understands and acknowledges no ownership or any form of intellectual property rights transfer under
the terms of this Quote.

If customer terminates this Quote in accordance with the termination for convenience provision below, customer shall be entitled to a pro-rata refund of the annual subscription fee, calculated by the remaining months in the applicable annual subscription.

- Termination for Convenience. This Quote may be terminated without cause by either party by providing written notice to the other party thirty (30) days prior to the date of termination.
- 3. Termination of Access Rights. Upon termination of this Quote, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination; (ii) Customer's right to the accessed software granted herein shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation.
- 4. Right to Audit. Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of this Quote, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof under this Quote. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to audit such systems, books, and records for the purpose of verifying Customer's use of the software to monitor compliance with this Quote no more than once per year. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance with this Quote, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to

Exhibit B
Statement of Work
(Attached)

Statement of Work - Jackson County Park Rangers

CentralSquare will provide Software, Hardware and Services substantially similar to those outlined below, in the quantities specified in the Quote. Successful implementation and use of the software, hardware and services outlined herein are dependent upon the following: 1) the CentralSquare "SOFTWARE LICENSE AND SERVICE AGREEMENT" remaining in good standing with Jackson County Sheriff, MO (hereinafter referred to as "Primary Agency"); and 2) Customer maintaining access and permission to use the CentralSquare System purchased by Primary Agency.

1.0 Software

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

Pro Suite Base	•	Operating system software Database software	•	Secure intra-Customer messaging
	•	Master name index	•	Configurable dashboard
	•	Master address index	•	Web address links
	•	Master vehicle index	•	No duplicate data entry
			•	Authentication
Administration (Core)	•	Equipment	•	Service Dogs
	•	Fleet Management		Policy Manual
	•	Inventory Management	•	Full audit trail
	•	Purchase Requisitions	•	Custom Forms
Administration – Agency Site License	•	Allows Customer to access and use Primary Agency's CentralSquare Administration system		
Note: Many items are configural Customer and Primary Agency.	ble by	agency. All other configurations	s mı	ust be agreed upon between
Mobile Core	•	Grants access to the		
		CentralSquare Mobile application		
Mobile AVL	•	Vehicles shown on map	•	Call for service integration

Records (Advanced)

Mobile eCitations	•	Off-line operation Driver's license and vehicle registration scanning Automated NCIC driver's license and registration queries	\$ \$	Prefill from NCIC return (for agency State only) Paper ticket creation and printing Case report association
Mobile Mapping	6	Active calls for service Map Markers Visual status alerts	•	User configurable map layers Route from current location to CFS location
Mobile Records	•	Cases Warrants	•	Master index access (including mug shots and alerts)
Personnel (Core)	•	Personnel Log	•	Full audit trail
Personnel – Agency Site Licenses	•	Allows Customer to access and use Primary Agency's CentralSquare Personnel system		
Note: Many items are configura Customer and Primary Agency.	ble by	v agency. All other configuratio	ns mu	ust be agreed upon between
Records (Core)	•	Case Reports NIBRS/UCR Submission	•	Pawn Property Pistol Permits

Master Record Notes

Protection Orders

Juvenile Referral List

Field Identifications

Expungement

Intelligence Cases

Investigative Leads

Form Requirements

Warrants

Sex Offenders

Tow Calls

Bicycle Registrations

Parking Tickets

Custom Forms

Full audit trail

Records - Agency Site License

 Allows Customer to access and use Primary Agency's CentralSquare Records system

Note: Workflow and personnel related items are configurable by agency. All other configurations must be agreed upon between Customer and Primary Agency.

1.1 Interfaces

All costs related to Central Square's implementation of the following interfaces is represented in the Quote. Customer shall contact all interface third-party vendors notifying them about their integration to Central Square 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 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 Pro Suite – Additional Agency MULES/NCIC Interface

This interface allows for additional agencies on the same system, other than Customer, to access and use the NCIC functionality described in the Jackson County Sheriff, MO SOW.

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

- Customer is responsible for maintaining permission and access to servers located at Primary Agency.
- 2. They will be configured as CentralSquare Suite Servers as follows:
 - (a) One (1) Production Server
 - (b) One (1) Testing/Training server
- 3. The server hardware costs are as stated in the Quote.
- 4. The servers will be installed at Jackson County Sheriff, MO.
- 5. In addition to the standard CentralSquare Suite operating environment, the Production Server will have the capability of running the following on a virtual machine:
 - (a) One (1) virtual NCIC server (message switch)
 - (b) One (1) virtual GIS server
- Ten (10) inches of rack space is required at the primary server location for one (1) CentralSquare Suite Production rack-mounted server (3.5").

2.2 Production and Testing/Training Server Network Requirements

- Six (6) open Ethernet cables and ports to be used by one (1) CentralSquare Suite Production rackmounted server and one (1) CentralSquare Suite Testing/Training rack-mounted server.
- 2. Static IP addresses that include four (4) for the CentralSquare Suite Production rack-mounted server, three (3) for the CentralSquare Suite Testing/Training rack-mounted server.
- Network access that maintains low-latency and high bandwidth that includes a Virtual Private Network (VPN) to support remote users per the requirements that are set forth in the Network Requirement Specifications and Server Requirement Specification documents provided by CentralSquare.

2.3 Production and Testing/Training 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 Production rack-mounted server and one (1) CentralSquare Suite Testing/Training rack-mounted server
- 3. Server cooling that will ensure the appropriate temperatures for one (1) CentralSquare Suite

Production rack-mounted server and one (1) CentralSquare Suite Testing/Training rack-mounted server.

2.4 Standby Server Network Requirements

- 1. Four (4) open Ethernet cables and ports to be used by the one (1) CentralSquare Suite Warm Standby rack-mounted server.
- 2. Static IP addresses that includes five (5) for the CentralSquare Suite Warm Standby rack-mounted server.
- Network access that maintains low-latency and high bandwidth that includes a Virtual Private Network (VPN) to support remote users per the requirements that are set forth in the Network Requirement Specifications and Server Requirement Specification documents provided by 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.
- 3. Server cooling that will ensure the appropriate temperatures for one (1) CentralSquare Suite Standby rack-mounted server.

3.0 Services

3.1 Project Management

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) 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
- Sign various project documents and ensuring signoff documents and deliverables are provided to CentralSquare project manager in a timely manner
- 7. Organize training schedules, training rooms, and training equipment
- 8. Provide real world scenarios for testing and review

3.1.2 CentralSquare Project Manager and Project Team

From the start of the project, a CentralSquare project manager will work with Customer as the single point of contact for implementation of the CentralSquare Suite system. The project manager will develop and manage the implementation schedule and will coordinate with Customer to keep the project on track and on schedule. The project manager will conduct weekly status meetings to provide Customer with project updates.

The CentralSquare project team, under the direction of the project manager, will visit pertinent areas of Customer and will meet with key Customer personnel to understand Customer's operational needs and

business rules. Team members will observe Customer's daily operations first-hand and use that information to identify how the CentralSquare Suite system would best be configured to match and enhance Customer's workflows. The project team will train Customer system administrators on configuration options and code table setup.

3.2 Implementation Process Overview

CentralSquare uses a multi-phase approach to ensure a successful implementation for each Customer. Trained and experienced members of the CentralSquare implementation team move through the process with Customers to ensure successful outcomes. Timelines will be discussed with Customer's project manager and will be mutually agreed upon to ensure a successful Go Live.

3.2.1 Kickoff Meeting

Upon contract signature, a kickoff meeting is scheduled to initiate the implementation process, setting up a statement of work, server installations and scheduling the Business Practice Review (BPR).

3.2.2 Business Practice Review

During this meeting, the CentralSquare project team works with Customer's build team and will demo CentralSquare Suite modules and guide the agency on their configuration tasks.

3.2.2.1 Configuration

Customer plays a large part in the configuration and setup of the final system. Configuration of CentralSquare software is guided by Consultants, via remote online sessions, but is considered a Customer responsibility to complete.

3.2.2.2 Interfaces

See 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.

3.2.3 Functional Acceptance Testing

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

3.2.4 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.

3.2.5 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.

3.3 Training and Go Live Support

3.3.1 Training

CentralSquare staff will provide for remote training.

3.3.1.1 System Configuration and Training

The first portion of training will be performed by the CentralSquare project team. Team members will train and guide Customer's Build Team in configuring the CentralSquare Suite system, setting up and maintaining code tables, managing users and user rights, among other options. Through CentralSquare-guided configuration of the system, the Build Team becomes well versed in the CentralSquare software system administration.

3.3.1.2 Train-the-Trainer and/or End User Training

Instructors will conduct detailed courses for each of Customer's user groups (such as dispatchers or officers). The content of each course will be tailored to the features and functionality in CentralSquare software that each group needs to know and use.

3.3.2 Training Resources

Training will be scheduled within standard business hours (7:00 AM CST to 6:00 PM CST, Monday through Friday).

The training facilities and equipment will be provided by Customer based on the following:

3.3.2.1 Instructor Resources

- 1. One (1) computer with a network connection
- 2. Most recent CentralSquare Suite version installed and tested (includes login)
- 3. Two (2) projectors and two (2) screens set up and tested
- 4. One (1) podium or desk for Instructor

3.3.2.2 Trainee Resources

- Five (5) to ten (10) computers with network connections two (2) monitors required (three (3) monitors are suggested)
- 2. One (1) supervisor will attend every class to address policy questions
- No more than ten (10) trainees in each class
- 4. Most recent CentralSquare Suite version installed and tested (includes login)
- 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

DocuSign Envelope ID: 760B57DA-1AFE-4E28-A6BB-2FF3A354D336

learned during the training sessions. CentralSquare staff will be remote for Go Live.

REVENUE CERTIFICATE

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation of \$19,500.00 is herein authorized.

12-15-2023 Date

Director of Finance and Purchasing Account No. 003-1605-56663